

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

20207

APPEAL FROM DARLINGTON COUNTY
Court of Common Pleas
Honorable J. Michael Baxley
Circuit Court Judge (3)

CIVIL ACTION NO: 2010-CP-16-0332
TRACKING NO: 2011203391

Pee Dee Health Care, P.A.,.....Appellant,

v.

Hugh S. Thompson, III, Louise T. Dailey, as Personal
Representative of the Estate of Hugh S. Thompson,Respondent.

RECORD ON APPEAL

VOL 1

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April 19, 2011

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Tony Ray Megna, Esquire
Matthews & Megna, Esquire
3400 West Avenue
Columbia, SC 29203

Re: Pee Dee Health Care, P.A. v. Estate of Hugh S. Thompson
Civil Action No.: 2010-CP-16-0332
TPGL File No.: 10667.101

Dear Tony and Ben:

While I am addressing this letter to both of you, I am sending it in distinct separate envelopes for each of you in light of the court's ruling reflected in the enclosed Order. Enclosed please find a copy of the letter received from Judge Baxley today together with the originally executed Order in this matter. We have taken the original Order to the Clerk of Court pursuant to Judge Baxley's instructions and filed the same this afternoon. As reflected in the enclosed Certificate of Service, I am enclosing for each of you in your respective separate envelopes, a certified copy of the Order filed stamped by the Darlington County Clerk of Court at 2:11 p.m. this afternoon. By copy of this letter to Judge Baxley (without any enclosures), I am confirming for him that we have complied with his letter directives.

Sincerely,

TURNER, PADGET, GRAHAM & LANEY, P.A.

J. René Josey

JRJ:vib
Enclosures

Cc: Hon. J. Michael Baxley (with Certificate of Service only)
John J. James, II, Esquire (with filed stamped copy)

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TPGL 3778408/1



State of South Carolina
The Circuit Court of the Fourth Judicial Circuit

J. MICHAEL BAXLEY
JUDGE

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April 15, 2011

Jon Rene Josey, Esquire
Turner, Padget, Graham & Lancy
Post Office Box 5478
Florence, SC 29502

Re: Pcc Dee Health Care v. Estate of Hugh S. Thompson
C/A No: 2010-CP-16-0332

Counsel:

Enclosed please find the original signed Order in the above-entitled matter. Please be aware that it is your responsibility to file this Order with the Clerk of Court and serve clocked copies on all parties. Thank you for your attention to this matter.

Sincerely yours,


J. Michael Baxley

JMB/jlc
Enclosure

Rec'd
4/19/11

STATE OF SOUTH CAROLINA,)
COUNTY OF DARLINGTON)

IN THE COURT OF COMMON PLEAS
DOCKET NO.: 10-CP-16-0332

Fee Dee Health Care, P.A.,)
Plaintiff,)

vs.)

CERTIFICATE OF SERVICE

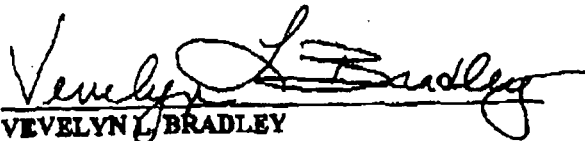
Estate of Hugh S. Thompson,)
Defendant.)

I hereby certify that on this 19th day of April, 2011 a copy of the Court's Order Disqualifying Plaintiff's Counsel Tony R. Megna, dated April 15, 2011 and filed April 19, 2011, has been mailed to all counsel of record, postage prepaid and properly addressed as follows:

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Darlington, SC 29540-0507


VEVELYN L. BRADLEY
Secretary to J. René Josey

STATE OF SOUTH CAROLINA,)
)
 COUNTY OF DARLINGTON.)
)
 Pee Dee Health Care, P.A.,)
)
 Plaintiff,)
)
 vs.)
)
 Estate of Hugh S. Thompson,)
)
 Defendant.)
 _____)

IN THE COURT OF COMMON PLEAS
 2010-CP-16-0332

2011 OCT 13 AM 9:52
 FILED
 SCOTT B. SUGGS
 CLERK OF COURT/R.O.D.
 DARLINGTON COUNTY
 S.C.
 APR 11 PM 2:11

FILED

ORDER DISQUALIFYING
 PLAINTIFF'S COUNSEL TONY R. MEGNA

SCOTT B. SUGGS
 CLERK OF COURT/R.O.D.
 DARLINGTON COUNTY
 S.C.

This is an action originally filed in the Probate Court wherein the Plaintiff is attempting to recover reimbursement from the Defendant estate for losses in Medicare reimbursements allegedly occasioned by the actions of Dr. Hugh S. Thompson during his period of practice with Plaintiff. Counsel for the Defendant has now moved this Court for an Order disqualifying Plaintiff's counsel Tony R. Megna. This motion is based upon the Rules of Professional Conduct, as found in SCACR 407, and supporting case law. Plaintiff filed a response to the motion on March 11, 2011, and the matter was heard by the Court on March 16, 2011. After consideration of all the pleadings, motions, exhibits, and the arguments of counsel, the Court finds that Attorney Megna should be disqualified from further representation of the Plaintiff in this matter. This determination is based upon the following findings of fact and conclusions of law.

FINDINGS OF FACT

(1) Counsel Tony R. Megna has identified himself as the Chief Executive Officer ("CEO") of Plaintiff Pee Dee Health Care, P.A. ("PDHC"). In addition to such identification made to the Court at the March 16th hearing, the response of PDHC to the pending motion to

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disqualify states that Mr. Megna "has been the CEO and General Counsel to the Plaintiff since 1995." Plaintiff's Return (see footnote 1 below).

(2) Mr. Megna's admitted position as the CEO for PDHC confirms his focal point as a witness in this matter. By his signature in Section 15 of a "Medicare Enrollment Application" submitted to the Centers for Medicare and Medicaid Services (CMS) within the United States Department of Health and Human Services (Exhibit B to the Motion), "completed for" PDHC, Mr. Megna "binds this provider to the laws, regulations, and program instructions of the Medicare program."¹ Accordingly, Mr. Megna is positioned to be a person with knowledge at PDHC about the efforts of that organization to comply with Medicare "laws, regulations, and program instructions." PDHC's adjudicated non-compliance led to the adverse Medicare decision at the heart of this case. Thus, Mr. Megna is a necessary witness to matters raised in this case.

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(3) PDHC has answered interrogatories propounded pursuant to Rule 33 of the South Carolina Rules of Civil Procedure (responses dated July 28, 2010 attached as Exhibit C to the Motion). In response to interrogatory 1, which calls for the identification of witnesses, PDHC lists Tony R. Megna.² In addition, the response to Interrogatory 8 identifies Tony Megna as the only person known to PDHC with whom Hugh S. Thompson (the "decedent") communicated about the adverse Medicare determination for recoupment. While the motion response of PDHC now seeks to minimize Attorney Megna's communications with Dr. Thompson, the

¹ At the close of argument, PDHC suggested that this document is not supportive of Megna's CEO status - a status now admitted by PDHC. While the application cover letter indicates that it generally relates to Lower Florence County Hospital, the letter specifically provides that sections 6 and 15 relate to PDHC of Darlington. These sections identify Megna as an owner of PDHC, a managing employee of PDHC, and as a "Director/Officer" of PDHC - all uncontested at this point according to PDHC positions at the hearing. In the PDHC written responses to the Motion to Disqualify, Megna is specifically confirmed to have an interest in the outcome of this lawsuit. Response page 30.

² PDHC's interrogatory answer asserts that "Mr. Megna is not likely to testify...." This anticipatory disclaimer does not alter Defendant's right to discover information from witness Megna and this alone requires disqualification whether called at trial as a witness, by either party, or not.

communications described in these initial interrogatory answers and in the complaint³ make Mr. Megna a witness to relevant issues in this matter.

(4) The appeal of the adverse PDHC Medicare determination is relevant in this matter. While PDHC asserts that the Defendant should be estopped, even by the decedent's alleged silence, from denying liability for the indemnification of Plaintiff's Medicare overpayment, there would have been no liability to Medicare at all if the PDHC appeal had been successful like the appeal of decedent's other employer, Firstchoice Healthcare, which arose over the same issue. The claim to equitable indemnification referenced by PDHC in argument at this motion hearing requires a finding that the proposed indemnitee (PDHC) was without fault or liability for the damages. See Fowler v. Hunter, 388 S.C. 355, 697 S.E.2d 531 (2010). Thus, PDHC's fault is at issue in this case and the decision of federal Administrative Law Judge Metry (Exhibit A to the Motion) speaks to that issue directly and decisively. The appeal of Judge Metry's Order, if any, would be relevant in this matter on the preclusive finding that PDHC was at fault and therefore could not be indemnified.⁴

Mr. Megna is identified in PDHC's answer to interrogatory 9 as the person involved with the defense of the adverse Medicare determination. He has firsthand knowledge regarding the status and results of any administrative appeals.

³ In its complaint (¶ 13), PDHC alleges that the decedent Thompson made "contact" with PDHC by sending a letter to the Plaintiff in which he is alleged to have "admitted" not providing "accurate information to Plaintiff upon and during his employment with the Plaintiff...." The unsigned letter was submitted at the hearing, without objection, as Defense Hearing Exhibit 1, and is directed to "Tony" - current counsel for PDHC. The complaint purports to attach a copy of the alleged letter as an exhibit. The same document is submitted in the motion response of PDHC as Exhibit HH.

PDHC's answer to Interrogatory 2 identifies the same alleged letter from decedent Thompson to Tony Megna as a document that relates to a claim or defense in the case. This interrogatory answer also references other "information sent to Tony Megna by Dr. Thompson relating to the SC Board of Medical Examiners." Thus, by the Plaintiff's own response, Mr. Megna is the alleged recipient of documents and information relevant to claims and defenses in the case. Questions regarding the authenticity of this letter, the circumstances of its alleged receipt, and its alleged contextual meaning are all fairly directed to Mr. Megna.

⁴ Judge Metry's finding of fault was based upon the affirmative duty of employers to perform due diligence by investigating the program exclusion status of prospective employees lest they face liability for exclusion facts they "should know." See 42 U.S.C. § 1320a-7a(a)(6); 42 CFR 1003.102(a)(2).

(5) Even if PDHC were not at fault, communications between PDHC and Thompson about the Medicare claim and appeals process are relevant to the issues raised in this case. At least in part, PDHC's claim to equitable indemnification also depends upon showing that Dr. Thompson was provided timely notification and an opportunity to participate and help defend the claim Medicare made against PDHC. This is because one who seeks equity must do equity.⁵

(6) Disqualification of Mr. Megna will not work a substantial hardship. This matter is early in the discovery phase. No depositions have been taken. Thus, there is minimal extra expense or loss of time, if any. Both Mr. Megna and attorney Benjamin Matthews have made appearances on behalf of PDHC in this action; indeed, it is Mr. Matthews who executed the complaint in this Court. Further, Mr. Megna represented to the Court that the Plaintiff has 75-80 employees; the Court finds that Plaintiff has the resources to add additional counsel if needed.

CONCLUSIONS OF LAW

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(A) In South Carolina, an attorney cannot "act as an advocate at a trial in which the lawyer is likely to be a necessary witness," unless the issue about which the attorney will testify (1) is uncontested, (2) relates to the nature or the value of the legal services rendered, or (3) disqualification would work a substantial hardship on the attorney's client. Rule of Prof. Conduct 3.7, SCACR 407. Rule 3.7 is absolute; only when one of the three delineated exceptions applies may a witness also serve as an advocate. 1 S. C. Juris. *Attorney and Client* § 53; ROBERT M. WILCOX, South Carolina Legal Ethics § 9.1.1. An adversary, such as the Estate of Dr. Thompson, has an obligation to immediately move for disqualification when there is an issue of the opposing advocate's position as a witness. Comment (1), RESTATEMENT (THIRD) OF THE LAW GOVERNING LAWYERS § 108.

⁵ Accord *Otis Elevator, Inc. v. Hardin Constr. Co. Group*, 316 S.C. 292, 296-97 450 S.E.2d 41, 44 (1994) (allowing indemnification where "indemnitees gave the indemnitor notice and an opportunity to participate in the litigation....").

(B) The first two exceptions allowed by Rule of Professional Conduct 3.7, SCACR 407, are not applicable here. Mr. Megna's testimony relates, in part, to contested communications with the decedent at the heart of the claims and defenses in this case. In addition, Mr. Megna's testimony relates to contested administrative issues of Medicare compliance (such as employee screening, due diligence, and record keeping) and the contested issue of Plaintiff's alleged damages. Mr. Megna's testimony does not relate to "legal services rendered" in this Court of Common Pleas matter.

(C) The hardship exception of Rule 3.7 provides no relief here. A South Carolina District Court has noted that the hardship exception to Rule 3.7 should be construed very narrowly. Brown v. Daniel, 180 F.R.D. 298, 302 (D.S.C. 1998). Simple extra expense or the loss of time that is inherent in any disqualification is not a substantial hardship. To find substantial hardship, "courts have required something beyond the normal incidents of changing counsel, such as the loss of extensive knowledge of a case based upon a long-term relationship between the client and counsel and substantial discovery conducted in the actual litigation." Id. Here, the normal incidents of changing counsel are not even present as Rule 3.7(b) will allow for Mr. Megna's non-witness partner Mr. Matthews to continue in his existing representation of PDHC.

(D) The Dead Man Statute⁶ does not change Mr. Megna's status as a fact witness in this case under Rule 3.7 of the Rules of Professional Conduct – regardless of how it might apply in the ultimate trial of this matter. Moreover, the Dead Man Statute has no effect upon the discoverability of information allegedly known by Megna as a fact witness.⁷

⁶ The Dead Man Statute, codified in South Carolina as S.C. Code § 19-11-20, is an evidentiary rule that relates to the competency of a witness to testify about certain matters. The statute exists to prevent interested parties from offering self-serving, incontrovertible testimony that may be unreliable. Harris v. Berry, 231 S.C. 201, 98 S.E.2d 231 (1957); Trimble v. Thomson, 41 S.C. 125, 19 S.E. 291 (1894). Specifically, a competency objection may be raised by the decedent's representatives to prohibit a person or party with an interest in the matter from testifying about communications or transactions with another person who is deceased at the time of such testimony. See, e.g., Estate of Revis by Revis v. Revis, 326 S.C. 470, 484 S.E.2d 112 (Cl. App. 1997) ("The 'dead man's' statute is an exception to the general rule of witness competency. It is to be read restrictively, and the party requesting its use bears the burden of establishing its applicability.");

⁷ While the competency objection may be waived by the decedent's representatives at trial, the Court of Appeals has previously held that a discovery deposition regarding the communications between a decedent and an interested person or party does not "open the door" or waive the availability of the objection at trial. Thomas v. Taylor, 300 S.C. 127, 386 S.E.2d 630 (Cl. App. 1989) (Sanders, Chief Judge) (Relying, in part, on SCRCP 32(d)(3)(A) which provides that "Objections to the competency of a witness ... are not waived by failure to make them before or during the taking of the deposition, unless the ground of the objection is one which might have been obviated or removed if presented at that time."). Obviously, Dr. Thompson's death cannot be removed or obviated "before or during" any Megna deposition so waiver is not possible at a deposition. PDHC's assertion that the statute acts as a complete bar to any examination is belied, however, by the statute's own provision for "opening the door" to otherwise incompetent testimony. See, e.g., Hannah v. Simpson, 326 S.C. 140, 485 S.E.2d 903 (1997).

(E) Mr. Megna's role as general counsel to PDHC does not change Mr. Megna's status as a fact witness in this case under Rule 3.7 of the Rules of Professional Conduct – regardless of how this status might trigger evidentiary privileges. While PDHC asserts that privileges attach to anything and everything that Mr. Megna might say, thereby freeing him to act only as counsel, this Court concludes that the potential application of attorney-client privilege⁸ does not preclude anything and everything that Mr. Megna might say as a witness.

PDHC's complaint is that decedent Thompson did not disclose information to PDHC or gave wrong information to PDHC – in part through its CEO Tony Megna. Under the guise of privilege, Mr. Megna cannot avoid examination on the disclosures and communications made to him that he now claims were tortious.⁹

In further support of the court's decision, focusing narrowly on PDHC's exhibit HH submitted in response to the motion to disqualify, there is nothing in that alleged Thompson letter to Mr. Megna that indicates that Thompson is seeking legal advice. Furthermore, that communication has already been divulged by PDHC as part of its complaint – so even if it arguably related to legal advice needed by PDHC at the time, that privilege has clearly been

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⁸ South Carolina has long recognized the attorney-client privilege against the disclosure of confidential communications by a client to his attorney. *Stang v. Love*, 275 S.C. 55, 59, 271 S.E.2d 110, 112 (1980). The privilege applies only to "confidential disclosures by a client to an attorney made in order to obtain legal assistance." *Boher v. United States*, 425 U.S. 391, 403, 96 S.Ct. 1569, 48 L.Ed.2d 186 (1980). The burden is on the proponent of the privilege to demonstrate its applicability. *United States v. Jones*, 696 F.2d 1069, 1072 (4th Cir. 1982). The party asserting the attorney-client privilege must establish not only that the attorney-client relationship existed, but also that the particular communication at issue is privileged and that the privilege was not waived. *Cameron v. Gen. Motors Corp.*, 158 F.R.D. 581, 584 (D.S.C. 1994), vacated by, in part *In re Gen. Motors Corp.*, No. 94-2435, 1995 U.S. App. LEXIS 41270 (4th Cir. 1995).

⁹ The precise boundaries of any applicable privilege are not before the court in this motion. As noted by the Defendant, however, PDHC may have implicitly waived any possible remaining or existing privilege by placing the subject of communications and disclosures between the decedent and Mr. Megna (on behalf of PDHC) into controversy. See *Dunham Corp. v. Deering Munkoo, Inc.*, 397 F.Supp. 1146, 1161 (D.S.C. 1975). See also *In re Long Point Road Ltd. P'ble*, No. 93-72769-JW, 1997 Bank. LEXIS 2403, at *9-10 (Bankr. D.S.C. Sept. 8, 1997); see also *Hearn v. Rhyx*, 68 F.R.D. 574, 580 (E.D. Wash. 1975). Fairness is the underlying touchstone for implicit waiver; the rationale is that privileged materials ought not be used as both a shield and sword. See *In re United Supermarkets, Inc.*, 36 S.W.3d 619, 621 (Tex. Ct. App. 2000) ("a party who is seeking affirmative relief should not be permitted to maintain an action, and at the same time, maintain evidentiary privileges that protect from discovery outcome determinative information not otherwise available to the other party."); see also *Intergarda, Inc. v. Johnson & Johnson*, 413 F. Supp. 926, 929 (N.D. Cal. 1976) ("a party may not insist on the protection of the attorney-client privilege for damaging communications while disclosing other selected communications because they are self-serving.")

waived by its disclosure. Thus, Mr. Megna is now subject to examination as to details of that document.

More broadly, the privilege would only extend to Mr. Megna's communications where the medical practice of PDHC is seeking legal advice. The privilege would not extend to Mr. Megna when acting in the capacity of CEO of the medical practice; for example, Mr. Megna's communications with third parties such as government regulators, insurers, and Medicare program administrators is clearly not privileged and would be relevant to issues in this case. Likewise, questions directed to the CEO's knowledge of business operations, finances, and damages would not infringe upon privileged communications. Further, the existence of other persons who may also have knowledge in these areas does not remove Mr. Megna from the witness list prohibited by Rule 3.7.


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(F) The work-product privilege also does not preclude anything and everything that Mr. Megna might say as a witness. The work-product doctrine seeks to protect things or information "prepared in anticipation of litigation or for the trial ..." SCRCP 26(b)(3). Specifically, the rule protects "against disclosure of the mental impressions, conclusions, opinions, or legal theories of an attorney or other representative of a party concerning the litigation." The work-product doctrine does not, however, extend to anything and everything an attorney might have done - particularly when acting in the capacity of a CEO of a medical practice.¹⁰

¹⁰ The work-product privilege applies only to "attorneys' or legal representatives' mental impressions, conclusions, opinions, or legal theories authored in anticipation of litigation." *Grace United Methodist Church v. City of Chicago*, 451 F.3d 643, 668 (10th Cir. 2006). Fact work product is not absolutely privileged and discovery of fact or non-opinion work product may be compelled in some circumstances. *In re Qwest Communications Int'l, Inc.*, 450 F.3d 1179, 1186 (10th Cir. 2006). "Work product which is primarily factual in nature is not absolutely immune from discovery under the rule. At best, it receives a qualified protection which is overcome if the opposing party shows substantial need of the material and inability to obtain it elsewhere without undue hardship." *Treadwell Authority of River City v. Vinsco*, 703 S.W.2d 482, 486 (Ky. App. 1985); see also *Duffy v. Wilson*, 289 S.W.3d 555, 559 (Ky. 2009).

While the Court can address specific assertions of privilege if and when they arise, the Defendant correctly points out that the work-product doctrine is limited to protecting such things in the context of the litigation to which the information relates – *not other litigation*. Accord Kirschbaum v. WRGSB Assocs., No. 97-5532, 1998 U.S. Dist. LEXIS 8860, at *3 (E.D. Pa. June 18, 1998). In this case, the Defendant is not interested in Mr. Megna's thoughts about the present litigation with the Estate; rather, its interest is in the litigation with Medicare. The litigation with Medicare is now concluded and the work product protection, if applicable at all, would only apply in the context of that litigation – protecting against disclosure to Medicare.

Even where applicable, Rule 26(b)(3) provides for an exception when a party is "unable without undue hardship to obtain the substantial equivalent of the materials by other means." Absent some audio recording, the only means to get the substantial equivalent of Dr. Thompson's alleged conversations with the CEO of PDHC is to ask the surviving party to those conversations.

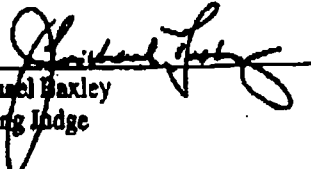
CONCLUSION

 This is the type of factual scenario for which Rule 3.7 was written. Mr. Megna is the CEO of the Plaintiff organization and is an owner with a financial stake in the outcome of this litigation. By his position alone, Mr. Megna is central to the issues involved in this case. In addition, Mr. Megna was intimately involved in the relationship between Plaintiff and the Decedent Hugh S. Thompson, and was responsible for many decisions that were made regarding the employment relationship between the two parties. Mr. Megna's knowledge of these important facts assure that his testimony will be necessary in this case.

The Court is not persuaded by the Plaintiff's assertions of various privileges. Even if applicable in some limited context, the applicability of any particular privilege does not change

Mr. Megna's obvious status as a witness. In discovery or at trial or both, Mr. Megna may be called upon to testify regarding facts at issue in the present action, and thus, Mr. Megna cannot proceed as an advocate for the Plaintiff in this proceeding. The Court orders complete disqualification effective with the execution of this Order.¹¹

IT IS SO ORDERED.



J. Michael Haxley
Presiding Judge

April 15, 2011
Hartsville, South Carolina

FILED
2011 APR 19 PM 2:11
SCOTT B. SWEES
CLERK OF COURT
DARLINGTON COUNTY, S.C.

¹¹ The Court concludes that it is not feasible for Mr. Megna to remain involved as counsel of record even before trial. The potential for problems would exist with depositions and other pre-trial functions. The immediate availability of Mr. Megna's partner eliminates any hardship or difficulty associated with this effective date.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF DARLINGTON)
)
 Pee Dee Health Care, P.A.,)
)
 Plaintiff,)
)
 v)
)
 Estate of Hugh S. Thompson,)
)
 Defendant.)

IN THE COURT OF COMMON PLEAS
 2010-CP-16-0332
 SCOTT B. SUGGS
 CLERK OF COURT
 DARLINGTON COUNTY
 ORDER DENYING PLAINTIFF'S 59(e)
 MOTION FOR RECONSIDERATION
 ORDER DISQUALIFYING COUNSEL
 QUASHING ALL MOTIONS, SUBPOENAS,
 AND FILINGS SIGNED ONLY BY
 DISQUALIFIED COUNSEL TONY R.
 MEGNA AND ISSUED AFTER JUNE 17, 2011

2011 OCT 13 AM 9:52

FILED

This matter is before the Court on Plaintiff's SCRC 59(e) Motion for Reconsideration of an Order dated April 15, 2011, which disqualified Plaintiff's counsel from representing Plaintiff in this matter. Plaintiff filed the present motion to reconsider on May 2, 2011. On May 20, 2011, Defendant filed a Motion to Dismiss Plaintiff's Rule 59(e) motion and Memorandum in Opposition to Plaintiff's Motion. Plaintiff then filed a Reply to Defendant's Motion in Opposition on May 26, 2011. All these filings have been considered by the Court in reaching this decision.

On July 19, 2011, the Court conducted a hearing on this matter as well as cross motions for Summary Judgment filed by both parties. Prior to this hearing, in its Notice of Hearing dated June 17, 2011, and to avoid any prejudice to Plaintiff, the Court permitted Plaintiff's disqualified counsel to argue the outstanding Summary Judgment Motions before it would render a decision on Plaintiff's 59(e) Motion. The Court took all three Motions under advisement. The Cross-Motions for Summary Judgment remain under advisement as of the date of this Order.

After careful consideration of the extensive record submitted by both parties, as well as the arguments heard on July 19, Plaintiff's Motion for Reconsideration under SCRC 59(e) is **DENIED**.

The findings of fact and conclusions of law in the Order Disqualifying Counsel are replete. Thus, the Court declines to offer additional reasoning for its decision to uphold that determination, without alteration.

However, the Court does find that its decision to allow Plaintiff's counsel oral argument on previously-filed Summary Judgment Motions did not attenuate its Order of Disqualification. The Court granted Plaintiff's counsel a limited appearance only. Therefore, all motions, subpoenas, and filings signed only by disqualified-counsel, Tony R. Megna, and made subsequent to the Notice of Hearing dated June 17, 2011 in which the Court formally announced the parameters of its accommodation to Plaintiff and its counsel, are hereby **QUASHED**.

Plaintiff's remaining counsel is Ordered to personally serve a copy of this Order on all parties affected by the Court's decision herein, including counsel for Defendant, within 5 days of service from the Clerk of Court.

Jas

RECEIVED

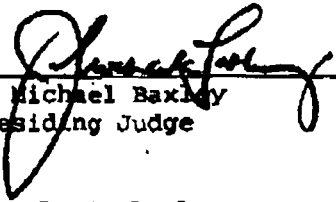
AUG 24 2011

SC Court of Appeals

IT IS SO ORDERED.

Hartsville, South Carolina
August 12, 2011

Attorney for Plaintiff
Benjamin R. Matthews, Esq.
3400 West Avenue
Columbia, S.C. 29203



J. Michael Baxley
Presiding Judge

Attorneys for Defendant
J. Rene Josey, Esq.
1831 West Evans Street
Florence, S.C. 29501

John Jay James, II, Esq.
Post Office Box 507
Darlington, S.C. 29540

CC:
Tony R. Megna, Esq.
3400 West Avenue
Columbia, S.C. 29203

Exhibit
A

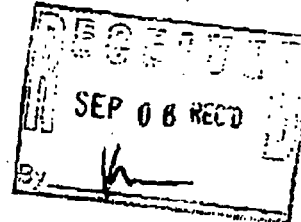
LAW OFFICE
PAULLING & JAMES, LLP

ALBERT L. JAMES, III
JOHN JAY JAMES, II
T. DUDLEY PAULLING
(1896 - 1972)
ALBERT L. JAMES, JR.

P. O. BOX 807
DARLINGTON, S. C.
29540

TELEPHONE
843-393-3881
FAX
843-393-6089
EMAIL
jlawyer@bellouth.com

September 1, 2011



Benjamin R. Matthews, Esquire
Matthews and Megna, P.A.
3400 West Avenue
Columbia, S. C. 29203

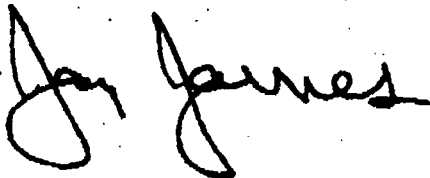
RE: Pee Dee Health Care, P.A. vs. Estate of Hugh S. Thompson

Dear Ben:

Enclosed is a clocked-in certified true copy of the Order of Summary Judgment in Favor of Defendant in the above matter. Pursuant to Judge Baxley's instructions I am serving the same upon you as counsel of record for Pee Dee Health Care, P.A.

Very truly yours,

PAULLING & JAMES

BY 

JJJ:ljc
Enclosure
cc: J. René Josey, Esquire (via email)

FILED
2011 OCT 28 AM 11:29
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

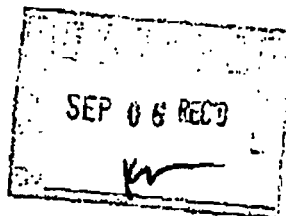
LAW OFFICE
PAULLING & JAMES, LLP

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September 1, 2011



Hon. Marvin I. Lawson
Judge of Probate for Darlington County
One Public Square, Courthouse Room 208
Darlington, SC 29532

RE: Pee Dee Health Care, vs. Estate of Hugh S. Thompson, Darlington County Probate Roll
2009-ES-16-424

Dear Judge Lawson:

We enclose for filing in the records of the Estate of Hugh S. Thompson Order of Summary Judgment in Favor of Defendant in the above matter. We would kindly thank you to file this for us.

With kind regards, I am

Very truly yours,

PAULLING & JAMES

JJJ:ljc
Enclosure

BY

cc: Benjamin R. Matthews, Esquire (via US mail)
J. René Josey, Esquire (via email)

STATE OF SOUTH CAROLINA)
)
COUNTY OF DARLINGTON)

IN THE COURT OF COMMON PLEAS
2010-CP-16-0332

PEE DEE HEALTH CARE, PA.,)
)
PLAINTIFF)
)
VS.)
)
ESTATE OF HUGH S. THOMPSON,)
)
DEFENDANT.)

CERTIFICATE OF SERVICE

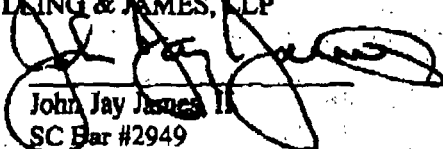
The undersigned hereby certifies that on September 1, 2011, a copy of the following document in the above captioned matter was mailed to Benjamin R. Matthews, Esquire, 3400 West Avenue, Columbia, South Carolina 29203, Counsel for the Plaintiff, by United States mail, First Class, postage prepaid:

Order of Summary Judgment in Favor of Defendant.

September 1, 2011

PAULKING & JAMES, LLP

BY:


John Jay James II
SC Bar #2949
112 Cashua Street
P. O. Box 507
Darlington, SC 29540
843-393-3881 (Telephone)
843-393-6089 (Fax)
pjlaw507@bellsouth.net (Email)

Attorneys for Defendant

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

Pee Dee Health Care, P.A.,

Plaintiff,

v.

Estate of Hugh S. Thompson,

Defendant.

IN THE COURT OF COMMON PLEAS
C/A # 2010-CP-16-0152

SCOTT B. JEFFERSON
CLERK OF COURT/IMC
DARLINGTON COUNTY, S.C.

ORDER OF SUMMARY JUDGMENT IN
FAVOR OF DEFENDANT
(Ending Case)

2011 SEP - 1 AM 11:50
SCOTT B. JEFFERSON
CLERK OF COURT/IMC
DARLINGTON COUNTY, S.C.

FILED

J
This matter is before the Court on cross-motions of the parties for summary judgment. The Plaintiff filed its motion for summary judgment on December 9, 2010, based upon admissions made by Defendant in its Answer. The Defendant filed its counter motion for summary judgment on May 20, 2011. The Defendant's motion is based upon the Plaintiff's alleged fault in causing the debt sued upon by the complaint and the alleged dispositive nature of that fault with regard to all of Plaintiff's causes of action. While some factual issues not pertinent to this decision might remain in dispute, the Defendant asserts that dispositive adjudication of fault by the Plaintiff has been resolved in an appropriate forum and is binding upon the Plaintiff here as to the entire case.

Both motions have been extensively briefed by the parties, in memoranda filed with the Court, and in letters - also filed with the Court or made part of the record by attachment to other filed memoranda. After this extensive briefing, the matter was set for hearing in Darlington on July 19, 2011. At this hearing, the Court allowed the Plaintiff's preferred counsel to argue the motions for summary judgment despite his general disqualification as counsel ordered by the

TRUE CERTIFIED COPY
SCOTT B. JEFFERSON
CLERK OF COURT/IMC
DARLINGTON COUNTY, S.C.

Court earlier in the matter¹; this was done to eliminate any alleged prejudice or disadvantage with regard to the summary judgment motion presentation.

After consideration of all of the record including: the pleadings, motions, exhibits, filed letters, and argument, the Court finds that summary judgment for the Defendant is appropriate. This determination is based upon the findings of fact and conclusions of law as outlined below.

PROCEDURAL STATUS OF CASE

Because the Plaintiff has raised an objection to the Court's present jurisdiction to enter this Order, a brief review of the history of this matter is instructive. This matter, before this Court upon removal from the Probate Court of Darlington County, has been hotly contested, and the parties have been before this Court on multiple issues. As stated above, upon motion of Defendant after full argument and briefing, this Court issued an Order dated April 15, 2011 disqualifying Plaintiff's counsel Tony R. Megna. Attorney Megna then moved to reconsider this decision, taking the position, *inter alia*, that the Plaintiff would be unduly prejudiced by attorney Megna not being allowed to argue the summary judgment motions that were pending. The Court took this reconsideration motion under advisement and stayed its Order disqualifying counsel, and then permitted counsel to argue the reconsideration motion on July 19, 2011, the same day that the summary judgment motions were argued, so that Plaintiff would have the benefit of Mr. Megna's representation at summary judgment arguments. At the end of the hearings, the Court then took all matters under advisement.

By Order dated August, 12, 2011, this Court denied Plaintiff's motion to reconsider the Order disqualifying counsel. On that same date, the Court issued a letter addressed to counsel advising that the Court was persuaded that Summary judgment was appropriate in this case on

¹ Plaintiff's initial counsel Tony R. Megna also serves as CEO of Plaintiff and this Court has found him to be a necessary witness in the matter.

behalf of the Defendants, and directing defense counsel to prepare a proposed order to that effect.

On August 15, 2011, Plaintiff filed a notice of Intent to Appeal the final decision disqualifying counsel. Plaintiff's counsel further argues that this appeal operates as a Stay for all proceedings in the case. This Court disagrees. Both Rules 205 and 241(a), SCRAP, provide that the trial court has continuing jurisdiction of case issues not affected by the pending appeal. Clearly, the disqualification of counsel issue does not impact the merits of the case addressed by summary judgment. Moreover, this Court believes that considerations of appellate judicial economy are best served by the rendering of this decision at the present time.

FINDINGS OF FACT

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(1) Hugh S. Thompson, Jr. (Decedent) died on November 5, 2009, as a resident of Darlington County. His Will dated June 26, 2008, was admitted to probate by the Darlington County Probate Court on November 11, 2009, and his children Louise T. Dailey and Hugh S. Thompson, III, were nominated by the Will as Personal Representatives and were duly appointed by the Probate Court.

(2) On April 14, 2010, Pee Dee Health Care, P.A. (PDHC) filed a claim against the estate to recover reimbursement for losses allegedly occasioned by the actions of the Decedent (a medical doctor) during his period of practice with PDHC during the years 1998-2000. The estate disallowed the claim on May 7, 2010. Subsequently PDHC filed an amended claim and Summons and Complaint in the Probate Court and petitioned for removal of this action to the Court of Common Pleas pursuant to S.C. Code Ann. §62-1-302(d)(2009). Respondent filed an Answer and the case is now before the Circuit Court on cross-motions for summary judgment.

(3) Prior to commencing employment as a physician with PDHC, Decedent's medical license had been suspended in 1994 by the South Carolina Board of Medical Examiners. As a consequence of this action, Decedent was "debarred" by the Medicare Office of the Inspector General. While Decedent regained his license to practice medicine in April 1998, he did not seek reinstatement from the Medicare Office of Inspector General until 2002.²

(4) Decedent was employed by PDHC for approximately two years, from late 1998 to sometime in 2000. Prior to employing Decedent, PDHC had Decedent sign a Medicare form re-assigning to PDHC Medicare payments arising out of Decedent's service to Medicare patients as an employee-physician.³ After leaving the employment of PDHC, Decedent was employed by First Choice Healthcare, a medical practice in Florence, South Carolina.

Job 14
(5) In June 2007, PDHC was notified by Medicare that it owed Medicare more than \$200,000.00 by reason of "overpayments" to PDHC made with respect to Decedent's services before he was reinstated by the Medicare Office of Inspector General.⁴ PDHC opposed this Medicare overpayment claim through multiple levels of administrative appeals.

(6) In a matter fully litigated by PDHC, Federal Administrative Law Judge Dean C. Metry found that PDHC "is reasonably expected to know and has an affirmative duty to know the exclusion status of its employees through due diligence prior to entering the employment relationship." Moreover, Judge Metry found that PDHC "knew that Dr. Thompson's license was suspended indefinitely and that he received a conditional reinstatement after four years." The

² Upon resuming the practice of medicine, Decedent was given a Medicare "provider" number by PGBA, the Medicare contractor for South Carolina. He did not seek reinstatement with the Medicare OIG until 2002, and therefore was not on the Medicare-approved list of providers (even though he had been given a provider number).

³ Thus, PDHC was able to receive from Medicare payments arising out of Decedent's services on behalf of Medicare patients.

⁴ First Choice Healthcare received a similar notice and independently of PDHC litigated a completely favorable outcome within the Medicare administrative appeals system.

Judge further noted that PDHC's applications for Medicare payments for Dr. Thompson's services "inquired about any exclusions or sanctions" and that Dr. Thompson's exclusion "could easily have been found by calling the Office of Inspector General or visiting their website which lists excluded individuals..." Accordingly, Judge Metry concluded that PDHC was "at fault regarding the overpayment."⁵ On October 6, 2008, the Medicare Appeals Council upheld the finding of Judge Metry that PDHC "failed to exercise due diligence in determining the physician's exclusion status during the hiring process and when completing federal application forms, including a review of excluded individuals listed on the website of the Office of Inspector General (OIG)."

7) Eighteen months after the final decision of the Medicare Appeals Council, and after the death of Defendant Dr. Thompson, who would have been a pivotal witness as to what representations passed between the parties as to Dr. Thompson's Medicare provider eligibility, this claim was brought in the Probate Court.

CONCLUSIONS OF LAW

(A) Summary Judgment Standard.

Rule 56(c) of the South Carolina Rules of Civil Procedure provides: "The judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law." Summary Judgment is proper when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Osborne v. Adams, 346 S.C. 4, 550 S.E.2d 319 (2001);

⁵ Decision of Administrative Law Judge Dean Metry dated March 14, 2008.

Baughman v. American Telephone & Telegraph Co., 306 S.C. 101, 111, 410 S.E.2d 537, 545 (1991).

In determining whether a genuine issue of fact exists, the evidence and all reasonable inferences drawn from it must be viewed in the light most favorable to the nonmoving party. Sauner v. Pub. Serv. Auth. of S.C., 354 S.C. 397, 404, 581 S.E.2d 161, 165 (2003). While the court must view the evidence in the light most favorable to the nonmoving party, the Plaintiff cannot defeat Summary Judgment by relying on mere allegations in its Complaint. Rule 56(e), SCRPC; Shupe v. Settle, 315 S.C. 510, 445 S.E.2d 651 (Ct. App. 1994).

Instead, the Plaintiff must set forth specific facts showing there is a genuine issue of material fact. Thomas v. Waters, 315 S.C. 524, 445 S.E.2d 659 (Ct. App. 1994). The trial judge is not required to single out some small piece of evidence and attach to it a great significance when that evidence is introduced solely to create an issue of fact that is not genuine. Englert, Inc. v. Netherlands Ins. Co., 315 S.C. 300, 302, 433 S.E.2d 871, 873 (Ct. App. 1993) (quoting Main v. Corley, 281 S.C. 525, 527, 316 S.E.2d 406, 407 (1984) (Court is not "required to single out some one morsel of evidence . . . to create an issue of fact that is not genuine.")). In other words, the Plaintiff must present more than a mere scintilla of evidence to overcome a Defendant's Motion for Summary Judgment. Thomas v. Waters, 315 S.C. 524, 445 S.E.2d 659 (Ct. App. 1994).

Where a defendant establishes an entitlement to judgment as a matter of law, the court must grant Summary Judgment. Humana Hospitals-Bayside v. Lightle, 305 S.C. 214, 216, 407 S.E.2d 637, 638 (1991); Dyer v. Moss, 284 S.C. 208, 211, 325 S.E.2d 69, 70 (Ct. App. 1985). The purpose of Summary Judgment is to expedite the disposition of cases not requiring the services of a fact finder. George v. Fabri, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001).

(B) The Legal Nature of Plaintiff's Claims.

The crux of the PDHC complaint is that Decedent did not disclose information to PDHC or gave wrong information to PDHC. While PDHC asserted multiple causes of action in its Complaint,⁶ all claims derive from a core set of factual claims. While some tangential facts may yet be disputed, sufficient core facts have been legally determined and they are dispositive.

(C) The Plaintiff Must Be Without Fault.

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Embodied within all of PDHC's causes of action is the requirement that PDHC be without fault. In this State, there is no right to rely in an arm's length relationship between mature, educated people and our courts have found "this is especially true when one should have utilized precaution and protection to safeguard his interests." Ardis v. Cox, 314 S.C. 512, 431 S.E.2d 267 (1993) (sale of underground gasoline tanks) (citing Poco-Grande Investments v. C & S Family Credit, Inc., 301 S.C. 322, 391 S.E.2d 735 (Ct. App. 1990); See also Jones v. Cooper, 234 S.C. 477, 109 S.E.2d 5 (1959) (sale of hotdog cooking machine); Regions Bank v. Schmauch, 354 S.C. 648, 582 S.E.2d 432 (Ct. App. 2003) (no negligence, no fiduciary duty, no conversion of pledged assets where guarantor fails to read/understand guaranty obligations to bank). "One cannot rely on the misstatement of fact if the truth is easily within his reach." Jones v. Cooper, 234 S.C. at 488, 109 S.E.2d at 11 (citing Mobley v. Quattlebaum, 101 S.C. 221, 85 S.E. 585 (1915); Whitman v. Seaboard Airline Ry Co., 107 S.C. 200, 92 S.E. 861 (1917); Flowers v. Price 190 S.C. 392, 3 S.E.2d 38 (1939). Indeed, there can be no liability for "matters which Plaintiff could ascertain on his own in the exercise of due diligence." Quail Hill, LLC v.

⁶ In all there were twenty causes of action: (i) breach of fiduciary duty; (ii) negligent misrepresentation; (iii) breach of duty of loyalty to employer; (iv) negligence; (v) breach of contract; (vi) breach of contract accompanied by a fraudulent act; (vii) interference with contractual relations; (viii) fraud and misrepresentation; (ix) failure to disclose; (x) deliberate concealment; (xi) professional malpractice accompanied by fraud, misrepresentation, and negligence; (xii) money had and received; (xiii) promissory estoppel; (xiv) quantum merit; (xv) constructive fraud and constructive trust; (xvi) constructive fraud without scienter; (xvii) equitable indemnity; (xviii) conversion; (xix) equitable restitution; and (xx) civil conspiracy.

County of Richland, 387 S.C. 223, 692 S.E.2d 499 (2010) (citing AMA Mgt. Corp. v. Strasburger, 309 S.C. 213, 223, 420 S.E.2d 868, 874 (Ct. App. 1992). "One with knowledge of the truth or the means by which with reasonable diligence he could acquire knowledge cannot claim to have been misled." Regions Bank v. Schmauch, 354 S.C. 648, 582 S.E.2d 432, 446 (quoting Southern Development Land & Golf Co., v. South Carolina Public Service Authority, 311 S.C. 29, 426 S.E.2d 748, 751 (1993).

As noted in the case law cited above, direct claims of negligence and other breaches of duty found in Causes of Action 1, 2, 3, 4, and 11 require PDHC to show its justifiable reliance on the Decedent's representations or omissions.⁷ Claims of fraud, found in Causes of Action 8, 9, 10, 15, and 16 require PDHC to show a right to rely on the representation or omission allegedly made by Decedent.⁸ PDHC's Cause of Action 13, promissory estoppel, also requires reasonable reliance.⁹ Powers Construction Co., Inc. v. Salem Carpets, Inc., 283 S.C. 302, 322 S.E.2d 30 (Ct. App. 1984).

Claims governed by equity, found in Causes of Action 12, 14, 17, and 19, require PDHC to have clean hands or its own lack of fault.¹⁰ "The 'unclean hands' doctrine closes the door of a court of equity to one tainted with inequity or bad faith in relation to the matter in which

⁷ Of course, multiple causes of action based on the same theory of liability are fairly treated as subsumed into a single cause of action. Accord Quail Hill, LLC v. County of Richland, 387 S.C. 223, 692 S.E.2d 499 (2010). ("Although pled separately, we find Quail Hill's claim for negligence is essentially subsumed in the negligent misrepresentation cause of action.")

⁸ The absence of the justifiable reliance element above is enough to defeat the claim of fraud. O'Shield v. Southern Fountain Mobile Homes, Inc., 262 S.C. 276, 204 S.E.2d (50) (1974).

⁹ Moreover, promissory estoppel must be based on unambiguous promise—not silence or an omission. Woods v. State, 314 S.C. 501, 431 S.E.2d 260 (Ct. App. 1993).

¹⁰ Both the action for Money Had and Received and Quantum Merit are governed by equitable principles although they are actions at law. See Myrtle Beach Hosp. v. City of Myrtle Beach, 341 S.C. 1, 532 S.E.2d 868 (2000); Bennetsville v. Bledsoe, 226 S.C. 214, 845 S.E.2d 554 (1954); McDonald's Corp. v. Moore, 237 F. Supp. 874 (D.S.C. 1965). These claims are, of course, inconsistent with PDHC's contract based claims.

he seeks relief, however improper may have been the behavior of the Defendant.” ABF Freight System, Inc. v. N.L.R.B., 510 U.S. 317 1994 (quoting Precision Instruments Mfg. Co. v. Automotive Maintenance Machinery Co., 324 U.S. 806, 814 (1945); see also National Bank of Savannah v. All, 260 F. 370 (4th Cir. 1919) (applying South Carolina law)(Plaintiff is equally guilty with Defendant and comes into Court with unclean hands; under the circumstances a court of equity will not permit Plaintiff to take advantage of her own wrong.). The case of Fowler v. Hunter, 388 S.C. 355, 697 S.E.2d 531 (2010), holds that an equitable indemnitee (as PDHC proposes itself to be) must demonstrate that it was without fault or liability for the damages it seeks.

(D) The Previous Fault Adjudication Binds Plaintiff in This Case.

As noted above, all of Plaintiff's claims derive from a core set of factual claims – and preclusive facts have been adjudicated with finality by federal administrative decisions. These adjudications have determined that PDHC's losses were its own fault, arising out of its own failure to undertake the basic due diligence required of all medical practices planning to accept Medicare payments. Stated differently, PDHC was not entitled to rely on any misstatements or omissions of Decedent with regard to his Medicare status.¹¹

In this case, PDHC has already unsuccessfully litigated to finality the issue of its causative fault through the federal administrative appeals process. The conclusions of Judge Metry and the Medicare Appeals Council are binding upon PDHC in this matter pursuant to the doctrine of non-mutual offensive collateral estoppel.

The doctrine of non-mutual offensive collateral estoppel was initially adopted in this state by the Court of Appeals in Beall v. Doe, 281 S.C. 363, 315 S.E.2d 186 (Ct. App. 1984).

¹¹ Indeed, had PDHC checked the Medicare OIG website or called the OIG office, Decedent's status could have been determined. At that point, he could have been reinstated (as he easily was in 2002) or employment could have been denied. In either case, PDHC would not have suffered any loss.

Subsequently, the Supreme Court of South Carolina confirmed non-mutual offensive collateral estoppel as the law of this state, in Prop. and Cas. Ins. Guar. Assn. v. Wal-Mart Stores, Inc., 304 S.C. 210, 403 S.E.2d 625 (1991). Pursuant to this doctrine, a party is barred from re-litigating issues determined in a prior action so long as it had a full and fair opportunity to litigate the issues in the first action and nothing justifies an opportunity to retry the issues. Beall v. Doe, supra; Roberts v. Recovery Bur., Inc., 316 S.C. 492, 450 S.E.2d 616 (Ct. App. 1994) (citing McPherson v. South Carolina Department of Highways and Pub. Transp., 297 S.C. 303, 376 S.E.2d 780 (Ct. App. 1989).

Here, PDHC had a full and fair opportunity to litigate the issue of its fault and there is no reason to allow it to be re-litigated in this collateral action. See also Middleborough v. Montedison USA, Inc., 320 S.C. 470, 465 S.E.2d 765 (Ct. App. 1995) (affirming Trial Court's partial Summary Judgment against PVC manufacturer on issues of agency and defectiveness where those issues had been previously litigated by manufacturer in Minnesota). PDHC's argument that collateral estoppel should not apply because a different litigant (First Choice) achieved a different result in presumably similar litigation is unpersuasive; it is the full and fair litigation opportunity of PDHC that controls their legal position now - not the opportunity and result of a third party. There is no exception to the doctrine of collateral estoppel for cases where a different result was achieved in similar litigation by a third party.¹²

PDHC also suggests that summary judgment is not appropriate because of the lack of additional discovery in the case. Additional discovery is not needed in this case, however, to

¹² Plaintiff has suggested the existence of a duty of the Decedent to keep the Plaintiff informed of legal steps and procedures taken by a third party (First Choice) in litigation where the Plaintiff was not a party. This alleged duty is not the basis of any pleaded claim in the plaintiff's complaint and the Plaintiff offers no legal authority supporting the existence of such a duty. This Court finds no reason to imply or impose such a duty - particularly with a sophisticated employer like the Plaintiff. Moreover, the record made by Plaintiff confirms that it made contact directly with that third-party and its counsel - confirming that these professional medical practice administrators did not need the Decedent to attempt voluntary collaboration with other parties similarly situated.

determine the preclusive effect of the Plaintiff's prior litigation. Plaintiff has failed to identify any discovery that might alter the applicability of the Medicare administrative determination. Plaintiff suggest that it would like to depose the Decedent's children perhaps to expose additional facts relevant to the Decedent's alleged misrepresentations or omissions – but such discovery would not alter the finding that the Plaintiff had a statutory duty of due diligence such that it could not rely upon the Decedent, regardless of any misrepresentation or omission. Thus, the Court is convinced that additional discovery is not needed, and would be unjust to permit.

(E) South Carolina Common Law Precludes Plaintiff's Reliance on Decedent.

Jan 11
This case is indistinguishable from last year's South Carolina Supreme Court decision in Quail Hill. In that case, the Supreme Court reversed the Court of Appeals decision and affirmed the Trial Court's Order of Summary Judgment against a property purchaser's claims of estoppel and misrepresentation arising from the County's employee's issuance of erroneous zoning information where the property's true zoning classification could have been determined by due diligence in reviewing public records. Just as the information was publicly available in Quail Hill, the OIG exclusion status of Decedent was only a phone call or mouse click away. Moreover, in Quail Hill, the purchaser could not blame the County despite affirmative misstatements by County employees. The case at bar is even less supportive of liability since PDHC cannot point to any affirmative misstatements made to it by Decedent.

(F) There Is No Fiduciary Duty Involved In This Case.

In order to avoid the consequences of its own causative fault, PDHC has also sought to impose an affirmative duty of disclosure on the Decedent by alleging that his status as a physician-employee made him into a fiduciary with respect to PDHC. PDHC has cited no

authority in support of this notion and the Court rejects it.¹³ There is no evidence to support a conclusion that Decedent's relationship with PDHC was anything other than a normal employer-employee relationship.

Decedent's special duties as a physician, if any, were to his patients—not to a sophisticated medical employer with at least seventy-five employees, including other credentialed employees. Despite PDHC's unilateral efforts to assert a fiduciary relationship now, "as a general rule, a fiduciary relationship cannot be established by the unilateral action of one party. The other party must have actually accepted or induced the confidence placed in him." Regions Bank v. Schmauch, *supra*. (No fiduciary relationship between a bank and its customer exists when the bank is unaware of any special trust imposed in it.) Here, there is no evidence that PDHC placed any special trust in Decedent with regard to credentialing or that he was aware of any special trust beyond his duties as a physician-employee.

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Finally, as this Court has also concluded, regardless of the level of duty owed by Decedent Thompson to PDHC, the Decedent's duty of disclosure or prudence (if any) cannot be relied upon to support any of Plaintiff's claims when federal law imposes an unequivocal duty of diligence and discovery upon PDHC and provides unfettered independent access to the true facts. As a matter of law, Plaintiff has been found to have such an unequivocal duty and found to have such unfettered independent access to the truth.

(G) Contract Claims Involve The Same Duties & Same Reliance Requirement.

PDHC's breach of contract claims, Causes of Action 5 and 6, depend upon the alleged breach of implied employment duties (good faith, honesty, loyalty, and fair dealing)—they are

¹³ PDHC cited the case of State v. Paris, 353 S.C. 582, 578 S.E.2d 736 (Cl. App. 2003) for the proposition that all employer-employee relationships have been deemed fiduciary in all contexts as a matter of law. This case was overruled on appeal, 363 S.C. 477, 611 S.E.2d 501 (2005) and the case did not involve an employer-employee relationship at all.

not based upon any expressed contractual provision. Thus, in the context of this case, these implied employment duties are the same as the tort duties. Accordingly, these claims also require justified reliance. Indeed, in its sixth cause of action (breach of contract accompanied by a fraudulent act), PDHC alleges a right to rely. Having concluded, as a matter of law, that there is no right of PDHC to rely upon Decedent Thompson, these claims must also fail.

(H) Employment Contract Claims Also Untimely and Not Causative.

Despite the context, PDHC seems to suggest that justifiable reliance or clean hands are not elements of an employment contract cause of action. As Defendant noted at the hearing on these matters, even if a presumed failure of the Decedent to disclose his Medicare status in 1998 constituted a breach of contract, PDHC is still charged with knowledge of that breach back in 1998 – as a matter of adjudicated law -- when they should have determined Decedent's status in 1998 by checking with Medicare OIG. As such, PDHC's contract claim would be barred by the three-year statute of limitations for contract actions, S.C. Code Ann. §15-3-530. Moreover, even if a breach of contract claim were somehow timely, this breach would not have been the proximate cause of PDHC's damages when it had adjudicated knowledge (i.e., it should have known) that would have allowed these damages to have been completely mitigated.

(I) Contractual Interference, Conversion, And Conspiracy Do Not Apply.

Plaintiff has also asserted causes of action for contractual interference (7th), conversion (18th), and conspiracy (20th). None of these causes of action are applicable to the facts of this case. In its contractual interference claims, PDHC alleges that it has a contractual relationship with Medicare. Assuming this to be the case, there is no evidence that PDHC's relationship with Medicare has been disrupted and breach of contract is an "essential element" of a tortious interference claim. BCD, LLC v. BMW Mfg. Co., LLC, 2008 WL 304878 (D.S.C. 2008) (J.

Ross Anderson, Jr.) citing Eldeco, Inc. v. Charleston Sch. Dist., 372 S.C. 470, 642 S.E.2d 726, 732 (S.C. 2007). To the contrary, it was PDHC's ongoing relationship with Medicare that allowed the offset of unauthorized Medicare payments against on-going Medicare payments.

In its conversion cause of action (18th), PDHC alleges that "Decedent converted the medical services provided to Plaintiff's Medicare patients by falsely failing [sic] claims for services provided to such patients...." Conversion is unauthorized assumption and exercise of the right of ownership over the goods or personal chattel of another. Lane v. Citicorp National Services, Inc., 313 S.C. 70, 437 S.E. 2d 50 (1953). This tort does not fit the undisputed facts of this case. "Services" are not goods or personal chattel capable of conversion. Moreover, it was PDHC that filed the unauthorized Medicare claims pursuant to an assignment of benefits and it was PDHC that assumed control over payments received from Medicare.

gab
rit
In its civil conspiracy cause of action (20th), PDHC alleges that "Decedent in combination with his estate and the Personal Representatives thereof" has caused it injury... "to-wit, the continuing loss of use of its money...." Again, PDHC's effort to create another cause of action lacks merit, and this tort does not fit the facts of this case. First, on its face, the Decedent could not conspire with his estate, which was not a separate entity capable of such combination during Decedent's life. Moreover, the Personal Representatives are the estate's agents—they are not separate legal entities conspiring with the estate. The decision of the Personal Representatives, on behalf of the estate, to deny PDHC's claim does not constitute a combination or agreement between two separate legal entities to injure PDHC. Accord McMillan v. Oconee Mem'l Hosp., Inc., 367 S.C. 559, 626 S.E.2d 884 (2006) (There can be no conspiracy when acts arise in context of principal-agent relationship because acts in that context do not involve separate entities.).

(J) The "Prevention Defense" Raised By Plaintiff Is Not Applicable.

In letters to the Court, made part of the record and considered as such, the Plaintiff portrays the Defendant's motion for summary judgment as predicated upon the concept of a "prevention" defense. The cases cited by Plaintiff are Champion v. Whaley, 280 S.C. 116, 311 S.E.2d 404 (Ct. App. 1984) and The Huffines Co., LLC v. Lockhart, 365 S.C. 178, 617 S.E.2d 125 (2005). Both Huffines and Champion involved real estate brokers suing the sellers of real estate for sales commissions where a condition precedent to the commission was the sale of the property. The brokers in each case asserted that the sellers prevented the satisfaction of the conditions precedent; therefore, the brokers argued that the sellers could not hide behind the failure of those conditions to avoid payment of the commissions.

The case at bar is not one of contract with conditions precedent.¹⁴ Moreover, nothing the Decedent Thompson did or failed to do prevented the Plaintiff from fulfilling its statutory obligation of due diligence with the Medicare OIG. Both the existence of that obligation and the failure to satisfy that statutory obligation of due diligence have already been litigated by Plaintiff with a sustained finding by an Administrative Law Judge. These litigated findings bar any right of the Plaintiff to rely upon what the Decedent did or did not do. And as discussed extensively in Conclusion of Law (C) above, South Carolina common law also imposes a duty upon a party with access to true information -- a duty not to rely on the misinformation or lack of information provided by others. See Quail Hill, LLC v. County of Richland, 387 S.C. 223, 692 S.E.2d 499 (2010) (availability of county records prevented reliance even upon county employee's misstatement); Regions Bank v. Schmauch, 354 S.C. 648, 675, 582 S.E. 2d 432, 446

¹⁴ Plaintiff has not pleaded any such specific, express contract provision as a basis for its claims. To the extent that Plaintiff now argues that the claim is primarily one of employment contract with some credentialing condition precedent, that is addressed in Conclusion of Law (H).

(Ct. App. 2003) ("One with knowledge of the truth or the means by which with reasonable diligence he could acquire knowledge cannot claim to have been mis[led].").

The Defendant's motion is predicated upon the Plaintiff's burden to prove a right to rely - as an element of its claims. Proof of that element is legally precluded by the offensive application of collateral estoppel. This has nothing to do with the existence or non-existence of a "prevention" defense.

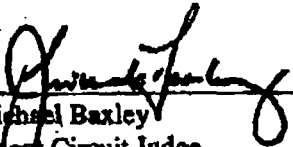
CONCLUSION

The Court finds, as a matter of law and fact, that PDHC cannot prove an absence of fault in causing the existence of the debt being sued upon. PDHC's fault has been adjudicated with finality in federal administrative proceedings and PDHC is collaterally estopped from asserting that it is not at fault. Furthermore, under South Carolina substantive law as set forth in cases such as Regions Bank v. Schmauch, supra, and Quail Hill, LLC v. County of Richland, supra, PDHC is now barred from asserting this claim—it could have easily discovered the truth of matters and it had a non-delegable duty imposed by federal law to do so.

Accordingly, the Motion for Summary Judgment by Plaintiff PDHC is denied and the Motion for Summary Judgment of the Defendant Estate of Hugh S. Thompson is granted.

IT IS SO ORDERED.

August 29, 2011



J. Michael Baxley
Resident Circuit Judge
Fourth Judicial Circuit

FILED
2011 SEP - 1 AM 11:50
SCOTT B. SUGGS
CLERK OF COURT/RMC
DARLINGTON COUNTY, S.C.

TRUE CERTIFIED COPY,
Scott B. Suggs
CLERK OF COURT/RMC
DARLINGTON COUNTY, S.C.



State of South Carolina
The Circuit Court of the Fourth Judicial Circuit

J. Michael Baxley
Judge

531 East Carolina Avenue
Hartsville, SC 29550-4311
Phone: (843) 363-4114
Fax: (843) 363-4118
jbaxley@sccourts.org

August 29, 2011

John Jay James, II, Esquire
Pauling & James
Post Office Box 507
Darlington, SC 29540

Re: Pee Dee Health Care, PA v. Estate of Hugh S. Thompson
Case Number: 2010-CP-16-0332

Counsel:

Enclosed please find the original signed Order granting summary judgment in the above-entitled matter. Please be aware that it is your responsibility to file this Order with the Clerk of Court and serve clocked copies on all parties. Thank you for your attention to this matter.

Sincerely yours,


J. Michael Baxley

JMB/jlc
Enclosure

Exhibit
B

Form 4

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

Pee Dee Health Care, P.A.,

Plaintiff,

v.

Estate of Hugh S. Thompson,

Defendant.

IN THE COURT OF COMMON PLEAS
C/A # 2010-CP-16-0332

ORDER DISMISSING PLAINTIFF'S
MOTION TO RECONSIDER THE ORDER
GRANTING SUMMARY JUDGMENT
(Ending Case)

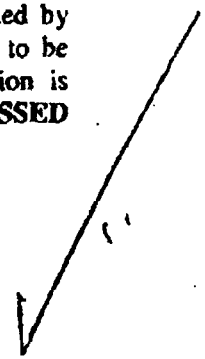
FILED
SCOTT B. SUGGS
CLERK OF COURT
COUNTY, S.C.
OCT - 4 PM 2:19

This matter is before the Court on Plaintiff's putative SCRCP 59(e) Motion for Reconsideration of an Order dated September 1, 2011, which granted summary judgment in favor of Defendant. Plaintiff filed the present Motion to Reconsider on September 13, 2011. On September 19, 2011, Defendant filed a Response to Plaintiff's Motion for Reconsideration. Plaintiff then filed a Reply to Defendant's Response on September 20, 2011. All of these filings, as well as previous Orders issued in this case, have been considered by the Court in reaching its decision. As will be explained below, attorney Megna was not authorized to file the present motion on Plaintiff's behalf. Therefore, Plaintiff's Motion for Reconsideration under SCRCP 59(e) is **DISMISSED AS IMPROPER**.

On April 15, 2011, this Court issued an Order disqualifying Plaintiff's counsel, Tony R. Megna, from representing Plaintiff in this matter because Mr. Megna is a necessary witness in the case. Subsequently, in response to Plaintiff's motion to reconsider that ruling, the Court modified this disqualification to avoid any prejudice to Plaintiff, and permitted attorney Megna to argue the then outstanding Summary Judgment Motions. The Court made it clear that this was a limited appearance only, further stating in an Order dated August 12, 2011, that "all motions, subpoenas, and filings signed only by disqualified-counsel, Tony R. Megna, and made subsequent to . . . June 17, 2011. . . are hereby **QUASHED**."

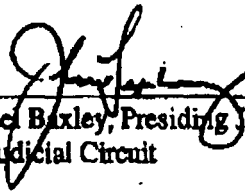
By filing and signing the present putative Motion for Reconsideration, Plaintiff's counsel disregarded the Court's previous Orders disqualifying him from representing Plaintiff and then granting him a limited appearance for the sole purpose of arguing an outstanding Motion for Summary Judgment. Plaintiff has other counsel of record (Benjamin R. Matthews, Esq.) that could have, but did not, execute the present Motion for Reconsideration. Rule 11(a) of the SCRCP requires that every pleading, motion, or other paper filed by a party represented by counsel must be executed by an attorney of record for that party. Plaintiff continues to be represented by Mr. Matthews, not by Mr. Megna. Accordingly, Mr. Megna's motion is unauthorized under the Rules of South Carolina Civil Procedure and is therefore **DISMISSED AS VOID ab initio**.

JMB



IT IS SO ORDERED.

Dated at Hartsville, South Carolina, this 28th day of September, 2011



J. Michael Baxley, Presiding Judge
Fourth Judicial Circuit

2011 OCT -4 PM 2:19
FILED
SCOTT B. SWEENEY
CLERK OF COURT
DARLINGTON COUNTY, S.C.

This judgment was entered on the ____ day of September 2011, and a copy mailed first class this ____ day of September, 2011 to attorneys of record or to parties as follows:

Attorney for Plaintiff
Benjamin R. Matthews, Esquire
3400 West Avenue
Columbia, SC 29203

Attorneys for Defendants
J. Rene Josey, Esquire
1831 West Evans, Street
Florence, SC 29501

John Jay James, II, Esquire
Post Office Box 507
Darlington, SC 29540

CLERK OF COURT



The South Carolina Court of Appeals

TANYA A. GEE
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1015 SUMNER STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
WWW.SCCOURTS.ORG

January 9, 2012

J. Rene' Josey, Esquire
Turner Padgett, Graham &
Laney, P.A.
P.O. Box 5478
Florence, SC 29502

John J. James, II, Esquire
Paulling & James, LLP
P.O. Box 507
Darlington, SC 29540

Re: Pee Dee Health v. Estate H. Thompson(3)
2011203391

Dear Counsel:

The following Order has been endorsed on your Respondent's Motion to Dismiss Appeal on Merits as Untimely and Dismiss All Interlocutory Appeals as MOOT in the above entitled case on appeal.

"Denied.

s/ John Cannon Few, C. J.

January 09, 2012."

Please be advised the appellate will need to notify the court in writing of the date the transcript is received. Once the transcript is received the Appellant's Initial Brief and Designation of Matter will be due within thirty (30) days.

Very truly yours,

Handwritten signature of Tanya A. Gee in black ink, written over the typed name and title.
CLERK

TAG/dw

cc: Benjamin R. Matthews, Esquire
Tony R. Megna, Esquire



Medicare Appeal Number:
1-192761454



October 5, 2007

Contact Information

If you have questions,
write or call:

Q²Administrators, LLC
Qualified Independent
Contractor
P. O. Box 183092
Columbus, OH
43218-3092

(614) 775-5797

www.q2a.com

Who we are:

We are
Q²Administrators, LLC.
"Quality to the Next
Level."

Medicare hired us to
review your file and
make an independent
decision.

Tony Megna Attorney at Law
1815 Fulmer Road
Blythewood SC 29016

RE: AR 88000010055757
Beneficiary: See Attached
HIC #: See Attached
Appellant: Tony Megna, Attorney at Law

Dear Mr. Megna:

This letter is to inform you of the decision on your Medicare Appeal. An appeal is a new and independent review of a claim. You are receiving this letter because you, as an appointed representative of the provider, Pee Dee Health Care, PA., requested an appeal regarding the overpayment requested on May 30, 2007, in the amount of \$208,821.03.

The appeal decision is UNFAVORABLE. Our decision is that the overpayment requested on May 30, 2007, will be upheld by Medicare. More information on the decision is provided on the next page. You are not required to take any action. However, if you disagree with the decision, you may appeal to an Administrative Law Judge. You must file your appeal, in writing, within 60 days of receipt of this letter. For more information on how to appeal, see the page entitled "Important Information About Your Appeal Rights." The amount still in dispute is over \$110.

Q²Administrators, LLC was contracted by Medicare to review your appeal. For more information on how to appeal, see the page titled "Important Information About Your Appeal Rights."

Summary of the Facts

Assigned claims were submitted to Palmetto GBA, LLC for payment consideration of services provided by Pee Dee Health Care, PA., and Hugh Thompson, MD, for the beneficiaries listed on the attachment on the dates stated. Below is a summary of events to date:

- On June 7, 1993, the South Carolina Medical Board filed a complaint against Hugh Thompson, MD.
- On May 31, 1994, South Carolina Medical Board suspended Dr. Thompson's medical license.
- Office of Inspector General (OIG) sanctioned Dr. Hugh Thompson, for reasons bearing on his professional performance.
- OIG notified Dr. Thompson in writing that he would be excluded from the Medicare program until such time that he requested reinstatement into the Medicare program, via the OIG.
- Dr. Thompson was excluded from the Medicare program from March 31, 1996 to June 20, 2002.
- South Carolina Medical Board reinstated Dr. Thompson's medical license in 1998.
- Dr. Thompson sought access to the Medicare program via Palmetto GBA, by requesting a Medicare provider number.
- On December 8, 1998, Palmetto GBA issued Dr. Thompson a Medicare provider number (D993211724) effective October 26, 1998.
- Medicare payments were issued for claims for dates of service January 1, 1999 to November 7, 2000.
- On June 20, 2002, OIG reinstated Dr. Thompson to provide services under the Medicare program.
- On April 24, 2007, TriCenturion issued a "Review of Findings" and that an overpayment in the amount of \$208,821.03 was discovered.
- On May 30, 2007, a demand letter was sent by Palmetto GBA, in the amount of \$208,821.03.
- On June 11, 2007, a request was received for a redetermination.

- On July 23, 2007, an unfavorable decision was rendered upholding the overpayment amount of \$208,821.03.
- On August 7, 2007, a request for a reconsideration was received, questioning the overpayment amount and the time limit for requesting the overpayment.

Decision

We have determined that the overpayment in the amount of \$208,821.03 is valid and will be upheld. We have determined that Pee Dee Health Care, PA, is responsible for the repayment of the overpayment amount of \$208,821.03.

Explanation of the Decision

At Issue: Does an overpayment exist in the amount of \$208,821.03 under Part B of the Medicare program? If not, did payment constitute an overpayment from Medicare Part B, and if so, is recovery of the overpayment waived under the provisions of Section 1870 of title XVIII of the Social Security Act?

In reviewing the documentations in the file, the major concern is the time frame on which TriCenturion based their review, claims processed for the dates of service January 1, 1999, to November 7, 2000. It is your consensus that the "Three year rule" should apply and no overpayment should have been requested since all of the payments were made six years prior to the overpayment being requested.

Dr. Hugh Thompson neglected to request reinstatement by the OIG by a written notice prior to requesting a provider number from Palmetto GBA. Because of this, his status with the OIG remained excluded from the Medicare program.

The Three year rule nor the six year limitation would not apply in this case based on 42 CFR 405.98:

Reopenings (See Medicare Claims Processing Publication 100-4, Chapter 29 Appeals of Claims Decisions for additional information)

Your initial, or review determination or a decision by a Hearing Officer/Adjudicator may be reopened under the following conditions:

Within 12 months after the date of the determination or decision it may be reopened for any reason;

After such 12-month period, but within 4 years after the date of the initial determination, it may be reopened for good cause, or At any time, if:

- Such initial or review determination was procured by fraud or similar fault of the beneficiary or some other person. (Emphasis added).

Another concern that was raised was the fact that Palmetto GBA issued a provider number without clarifying that Dr. Hugh Thompson was in good standing with the Medicare program. Again, please refer to 42 CFR 1001.1901 (1) which states:

Unless and until an individual or entity is reinstated into the Medicare, Medicaid and other Federal health care programs, no payment will be made by Medicare, Medicaid or any of the other Federal health care programs for any item or service furnished, on or after the effective date specified in the notice period, by an excluded individual or entity, or at the medical direction or on the prescription of a physician or other authorized individual who is excluded when the person furnishing such item or service knew or had reason to know of the exclusion. **This Section applies regardless of whether an individual or entity has obtained a program provider number or equivalent, either as an individual or as a member of the group, prior to being reinstated. (Emphasis added).**

We find that Dr. Hugh Thompson knew he had been excluded from the Medicare program by OIG and that he was required to request reinstatement from the OIG by a written request. To say this was an oversight is not an excuse for knowing the protocol for reinstatement. Pee Dee Health Care, PA, cannot be found without fault since Dr. Hugh Thompson knew he had been excluded from the Medicare program and should have advised Pee Dee Health Care, PA, of his exclusion.

Section 1870 of the Act prohibits adjustment or recovery of an overpayment in circumstances where the individual or provider of services is deemed to be without fault. CMS advises, in its Internet Only Manual, Publication 100-6, Chapter 3, Section 90 in part:

A physician is liable for overpayments he received unless he is found to be without fault. The FI or carrier as applicable, makes this determination. The FI or carrier considers a physician without fault if it exercised reasonable care in billing for and accepting the payment; i.e., it made full disclosure of all material facts; and on the basis of the information available to it, including, but not limited to, the Medicare instructions and regulations, it had a reasonable basis for assuming that the payment was correct or, if it had reason to question the payment, it promptly brought the question to the FI or carrier's attention.

Regulations at Title 42 CFR 405.966 (a)(2) prohibit Medicare providers or suppliers from presenting new evidence with the request for an ALJ hearing without first establishing that good cause existed for not submitting the evidence at an earlier stage of the appeal process.

You can receive copies of statutes, regulations, policies, and/or manual instructions we used to arrive at this decision. For instructions on how to do this, please see 'Other Important Information' on the same page entitled "Important Information About Your Appeal Rights."

Who is Responsible for the Bill?

Pee Dee Health Care, PA, is responsible for the overpayment amount of \$208,821.03.

If you have any questions please call the phone number on the front of this letter. For information on how to appeal this decision, please see the page entitled "Important Information About Your Appeal Rights."

Sincerely,

B. Cody, Adjudicator
Q²Administrators, LLC (Part B)
Qualified Independent Contractor

cc: Palmetto GBA, LLC

Appeal Details

CLI#	Claim #	Provider/Supplier	Dates of Service
	See Attached	Pee Dee Health Care, PA	See Attached

THIS IS NOT A BILL – Keep this letter or a copy for your records.

IMPORTANT INFORMATION ABOUT YOUR APPEAL RIGHTS

Your Right To Appeal this Decision

If you do not agree with this decision, you may file an appeal. An Appeal is a review performed by people independent of those that have reviewed your claim so far. The next level of appeal is called an Administrative Law Judge (ALJ) hearing. At this hearing, you or your representative may present your case before a judge.

You must have at least \$110 still in dispute to make another appeal. This appeal can be combined with others to reach this \$110 total, if other claims were appealed and decided on within 60 days of this new request for an appeal.

How To Appeal

To exercise your right to an ALJ hearing, you must file a request in writing within 60 days of receiving this letter. Under special circumstances, you may ask for more time to request an appeal.

In your request you must include: (1) The name, address, and Medicare health insurance claim number of the beneficiary, (2) The name and address of the person appealing, if the person is not the beneficiary, (3) The name and address of the representative, if any, (4) The appeal number listed on the front page of this notice, (5) The dates of service, (6) The reason why you disagree with the decision, and (7) Any and all evidence you wish to submit and the date it will be submitted.

ALJ hearings are usually held by video teleconference (VTC) to make sure you get a hearing and decision as fast as possible. VTC hearings reduce travel time for you, ALJs, and witnesses. If you do not want a VTC hearing, you may ask for a hearing in person, which will be granted for good cause. Your request must be in writing. Your request must give good reason why you don't want a VTC hearing. If your request for an in-person hearing is granted, a hearing will be held and a decision issued as soon as possible. However, you give up the right to get a decision in the 90-day time limit that usually applies to ALJ decisions.

If you want to file an appeal, you should send your request to:
Southern ALJ Field Office
100 SE 2nd Street, Suite 1700
Miami, FL 33131-2100

Who May File An Appeal

You or someone you name to act for you (your appointed representative) may file an appeal. You can name a relative, friend, advocate, attorney, doctor, or someone else to act for you.

If you want someone to act for you, you and your appointed representative must sign, date and send us a statement naming that person to act for you. Call 1-800-MEDICARE to learn more about how to name a representative.

Help With Your Appeal

If you want help with an appeal, or if you have questions about Medicare, you can have a friend or someone else help you with your appeal. You can also contact your State Health Insurance Assistance Program (SHIP). You can call 1-800-MEDICARE (1-800-633-4227) for information on how to contact your local SHIP. Your SHIP can answer questions about payment denials and appeals.

Other Important Information

If you want copies of statutes, regulations, policies, and/or manual instructions we used to arrive at this decision, please write us at the following address and attach a copy of this letter:

Q2 Administrators, LLC
P.O. Box 183092
Columbus, OH 43218-3092

If you need more information or have any questions, please call us at (614) 775-5797.

Other Resources To Help You

1-800-MEDICARE (1-800-633-4227),
TTY/TDD: 1-800-486-2048.

Medicare Reconsideration

Q2Administrators, LLC
 Dr. Hugh Thompson (D993211724)
 Services on 1/1/99-6/20/02

October 5, 2007

45

Year	HICN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
1999	007201809A	MATTHEWS, DORIS	830299138097110	5/11/1999	5/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$519.72
1999	007201809A	MATTHEWS, DORIS	830299144219400	5/11/1999	5/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$150.20
1999	007201809A	MATTHEWS, DORIS	830299155070680	5/30/1999	5/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.64
1999	007201809A	MATTHEWS, DORIS	830299155070690	5/29/1999	5/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$59.46
1999	007201809A	MATTHEWS, DORIS	830299155070700	5/27/1999	5/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.65
1999	007201809A	MATTHEWS, DORIS	830299155070710	5/27/1999	5/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$14.81
1999	007201809A	MATTHEWS, DORIS	830299155070710	5/28/1999	5/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.65
1999	007201809A	MATTHEWS, DORIS	830299166087870	5/30/1999	5/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	042222914A	SPEARS, RUTH	830299189104560	6/10/1999	6/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	042428595A	PEARSON, LOTTIE	830299139107520	5/17/1999	5/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$95.38
1999	042428595A	PEARSON, LOTTIE	830299141073770	5/17/1999	5/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$223.98
1999	042428595A	PEARSON, LOTTIE	830299147100750	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	056074378A	BAIRD, ALVA	830299301291630	10/12/1999	10/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$147.78
1999	056074378A	BAIRD, ALVA	830299326247910	11/13/1999	11/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
1999	059281886A	BRYANT, LOTTIE B	830299189261150	7/2/1999	7/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	062340292A	WRIGHT, LONZINE	830299201274750	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	073166642A	WILLIAMS, AGNES W	830299214081420	2/12/1999	2/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	075227623A	GIBSON, EDYTHE M	830299147100770	5/21/1999	5/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	077226578A	SHAW, ANNIE	830299181146310	6/22/1999	6/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$39.93
1999	077226578A	SHAW, ANNIE	830299181146320	6/23/1999	6/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$39.93
1999	077226578A	SHAW, ANNIE	830299181146330	6/24/1999	6/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$39.93
1999	077226578A	SHAW, ANNIE	830299214191930	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.22
1999	077226578A	SHAW, ANNIE	830299223095190	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.22
1999	077226578A	SHAW, ANNIE	830299223095200	8/2/1999	8/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
1999	078326931A	GREEN, JAMES	830299118095130	4/26/1999	4/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	078326931A	GREEN, JAMES	830299120086180	4/26/1999	4/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	080166808A	BARRINEAU, MARY	830299197081870	7/13/1999	7/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.38
1999	080166808A	BARRINEAU, MARY	830299201274760	7/13/1999	7/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	080166808A	BARRINEAU, MARY	830299209127010	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	088165101A	ALFORD, LILLIAN	830299155070740	5/11/1999	5/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.86
1999	104368745A	FIELDS, LAURA	830199090066790	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
1999	104368745A	FIELDS, LAURA	830199090066800	2/16/1999	2/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
1999	104368745A	FIELDS, LAURA	830299048084310	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
1999	104368745A	FIELDS, LAURA	830299048084320	2/16/1999	2/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
1999	104368745A	FIELDS, LAURA	830299054082940	2/17/1999	2/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
1999	104368745A	FIELDS, LAURA	830299077078100	3/10/1999	3/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	105205828A	GRAHAM, EDITH	830299033115930	1/21/1999	1/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$36.00
1999	105205828A	GRAHAM, EDITH	830299033115940	1/21/1999	1/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.78
1999	105205828A	GRAHAM, EDITH	830299062075660	2/18/1999	2/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.48
1999	106182176A	JORDAN, BEULAH	830299159081620	6/4/1999	6/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.33
1999	106182176A	JORDAN, BEULAH	830299181070950	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	113204280A	MEARS, FRANCES L	830299152247650	5/26/1999	5/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	124187540A	THOMAS, BERNICE C	830299216107510	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91

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1999	129144856A	LONGRIE, JEAN S	830299189261180	7/1/1999	7/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	131266772A	HANLEY, NOEL J	830299040074170	2/2/1999	2/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
1999	149224560A	GAYLORD, EDITH M	830299159081640	6/3/1999	6/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	149224560A	GAYLORD, EDITH M	830299159081650	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$95.38
1999	149224560A	GAYLORD, EDITH M	830299159081660	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	149268734A	HART, WILLIAM A	830299048084340	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
1999	174267783A	BREWER, PEARL B	830299127095230	5/5/1999	5/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	175249833A	LEIDICH, GERTRUDE M	830299195079600	7/9/1999	7/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$13.00
1999	183183566D	WITHERSPOON, ERNESTINE	830199272000120	9/9/1999	9/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.26
1999	183183566D	WITHERSPOON, ERNESTINE	830299322279460	11/9/1999	11/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.49
1999	183262401A	JEFFORDS, EDWARD C	830299169104710	6/10/1999	6/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	189246343A	BONAPARTE, FLORA	830299189261190	7/1/1999	7/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	189246343A	BONAPARTE, FLORA	830299237109820	8/10/1999	8/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$145.47
1999	189246343A	BONAPARTE, FLORA	830299237109830	8/10/1999	8/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$150.44
1999	195121938A	WINGATE, MAGNOLIA	830199106001150	3/20/1999	3/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.88
1999	195121938A	WINGATE, MAGNOLIA	830199106001160	3/19/1999	3/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	195121938A	WINGATE, MAGNOLIA	830299155111150	6/2/1999	6/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	197019765C1	HINES, FRED	830299139107530	5/13/1999	5/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	200094536B	THOMAS, CORINE	830299147100800	5/24/1999	5/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$244.15
1999	212368802A	MARTIN, THELMA	830299223095100	8/6/1999	8/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	212368802A	MARTIN, THELMA	830299223095110	8/6/1999	8/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$16.33
1999	212368802A	MARTIN, THELMA	830299223095120	8/6/1999	8/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	212368802A	MARTIN, THELMA	830299232101870	8/6/1999	8/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	216248660A	BUTLER, ETHEL M	830299120088210	4/27/1999	4/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$91.98
1999	218424794A	WASHINGTON, RICHARD L	830299067095570	3/4/1999	3/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$37.09
1999	218424794A	WASHINGTON, RICHARD L	830299067312870	3/3/1999	3/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$37.09
1999	218424794A	WASHINGTON, RICHARD L	830299109091750	4/12/1999	4/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.18
1999	218424794A	WASHINGTON, RICHARD L	830299109091760	4/13/1999	4/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.18
1999	218424794A	WASHINGTON, RICHARD L	830299109091770	4/14/1999	4/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.18
1999	218424794A	WASHINGTON, RICHARD L	830299159081740	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$39.47
1999	218424794A	WASHINGTON, RICHARD L	830299179246270	6/23/1999	6/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$223.98
1999	218424794A	WASHINGTON, RICHARD L	830299181146290	6/23/1999	6/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$95.38
1999	218424794A	WASHINGTON, RICHARD L	830299181148300	6/24/1999	6/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.18
1999	218424794A	WASHINGTON, RICHARD L	830299223095130	8/4/1999	8/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$39.47
1999	218424794A	WASHINGTON, RICHARD L	830299239096850	8/20/1999	8/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$45.66
1999	219122920D	MORGAN, MARY L	830299336251240	11/30/1999	11/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$56.68
1999	220302377A	BURGE, LOTTIE L	830299287110600	9/20/1999	9/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	220420024A	SPEARS, CHARLES N	830199272033100	9/13/1999	9/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$67.93
1999	226200063A	PALMER, LELA C	830299116108980	4/20/1999	4/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	226200063A	PALMER, LELA C	830299189281240	7/2/1999	7/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	227307166A	WILSON, ANNIE G	830199092070040	1/27/1999	1/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.29
1999	227307166A	WILSON, ANNIE G	830199092070050	1/28/1999	1/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
1999	227307166A	WILSON, ANNIE G	830299032063830	1/27/1999	1/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.20

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1999	227307166A	WILSON, ANNIE G	830299032083640	1/28/1999	1/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.
1999	227307166A	WILSON, ANNIE G	830299127095280	4/23/1999	4/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.
1999	227307166A	WILSON, ANNIE G	830299132073880	4/22/1999	4/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.64
1999	227307166A	WILSON, ANNIE G	830299132073990	4/24/1999	4/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.64
1999	227307166A	WILSON, ANNIE G	830299132074000	4/23/1999	4/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.64
1999	227307166A	WILSON, ANNIE G	8302992170989630	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$75.93
1999	227307166A	WILSON, ANNIE G	830299242090090	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$70.76
1999	227307166A	WILSON, ANNIE G	830299242090100	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$70.76
1999	228200580D	TADLOCK, BARBARA	830299116108990	4/21/1999	4/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$24.29
1999	228200580D	TADLOCK, BARBARA	830299132074020	5/7/1999	5/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	228200580D	TADLOCK, BARBARA	830299132074030	5/7/1999	5/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	234449852B	CHAPMAN, REBECCA	830299147100820	5/21/1999	5/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	234449852B	CHAPMAN, REBECCA	83029923095180	8/5/1999	8/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$112.62
1999	237149422D	ODOM, MYRTIS E	830299237109870	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	237149422D	ODOM, MYRTIS E	830299239098860	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	238052815A	BRIGMAN, ANNIE L	830299179248310	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	238322082A	LAFFERTY, SARAH H	830299214191940	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	238322082A	LAFFERTY, SARAH H	830299214191950	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.24
1999	238322082A	LAFFERTY, SARAH H	830299214191960	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	238322082A	LAFFERTY, SARAH H	830299214191970	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	238322082A	LAFFERTY, SARAH H	830299217099840	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	239345070A	STANLEY, HAZEL	830299047113540	2/11/1999	2/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
1999	240189236A	NANCE, LILLIE L	830299109091800	4/15/1999	4/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	240189236A	NANCE, LILLIE L	830299109091810	4/15/1999	4/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	240189236A	NANCE, LILLIE L	830299225230890	8/11/1999	8/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$164.46
1999	240842196A	WILLIAMS, ANNA	830299201090580	7/13/1999	7/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$49.60
1999	241050470A	HAMRICK, OCIE M	830299155070800	5/28/1999	5/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.53
1999	241050470A	HAMRICK, OCIE M	830299155070810	5/28/1999	5/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	241144065A	TYSON, FRED	830299132074060	5/10/1999	5/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	241144065B	TYSON, EFFIE	830199165131080	5/27/1999	5/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.24
1999	241144065B	TYSON, EFFIE	830299127095340	5/5/1999	5/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	241144065B	TYSON, EFFIE	830299152247780	5/27/1999	5/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$57.51
1999	241428172A	WHITE, BARBARA P	830299181148340	6/22/1999	6/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$420.80
1999	243282348A	JERNIGAN, JULIUS C	830299169104780	6/10/1999	6/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	243282348A	JERNIGAN, JULIUS C	830299225230900	8/9/1999	8/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	243282348A	JERNIGAN, JULIUS C	830299225230910	8/9/1999	8/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	243282443D	JOHNSON, JANIE	830299145095720	5/19/1999	5/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	243481827A	ROGERS, ALINE C	830299147100840	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$168.15
1999	243421827A	ROGERS, ALINE C	830299161071140	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	243421827A	ROGERS, ALINE C	830299195079700	7/12/1999	7/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$70.98
1999	243421827A	ROGERS, ALINE C	830299225230920	8/9/1999	8/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$70.98
1999	243421827A	ROGERS, ALINE C	830299362231750	12/13/1999	12/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.07
1999	244282023A	HEDRICK, SANFORD	830299118095260	4/23/1999	4/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.63

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1999	245093590A	GOFF, ELIZABETH T	830299125095790	5/3/1999	5/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	245182910D	ISEMAN, CHRISTINE D	830200044295990	12/28/1999	12/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$18.94
1999	245300602A	ROGERS, ANNA G	830299147100860	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	245389407A	LUCAS, LEROY	830299217099850	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$519.90
1999	245505992A	RATLIFF, JESSIE L	830299118095280	4/22/1999	4/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	246049252A	LAMONDS, DANIEL G	830299147100870	5/24/1999	5/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$519.90
1999	246049252A	LAMONDS, DANIEL G	830299147100880	5/24/1999	5/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$95.38
1999	246207762A	ROGERS JR, ED F	830299169104800	6/15/1999	6/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	246207762A	ROGERS JR, ED F	830299174098150	6/15/1999	6/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	246429834A	BOYD JR, JAMES H	830299118095290	4/23/1999	4/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.63
1	247022044A	BLACK, JERRY	830299168104330	6/12/1999	6/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
1	247022044A	BLACK, JERRY	830299168104340	6/13/1999	6/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
1999	247022044A	BLACK, JERRY	830299168104350	6/11/1999	6/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
1999	247074783D	HODGE, VERLIE W	830299112107780	4/19/1999	4/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	247074783D	HODGE, VERLIE W	830299252089070	9/2/1999	9/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	247074783D	HODGE, VERLIE W	830299252089080	9/2/1999	9/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	247078063A	LEON, CHARLOTTE A	830299183089850	6/28/1999	6/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	247078063A	LEON, CHARLOTTE A	830299341272400	11/30/1999	11/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$75.67
1999	247078063A	LEON, CHARLOTTE A	830299343284620	12/7/1999	12/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
1999	247084645A	SNOOK, DIANE W	830299209127140	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	247084645A	SNOOK, DIANE W	830299209127150	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$16.33
1999	247084645A	SNOOK, DIANE W	830299336456160	11/29/1999	11/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	247096675D	TEDDER, ZULEEN G	830299127095400	5/5/1999	5/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	247096675D	TEDDER, ZULEEN G	830299127095410	5/5/1999	5/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	247098080D	PRITCHARD, SARAH G	830299174098160	6/16/1999	6/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.26
1999	247103193A	HALL, JAMES P	830299067095600	3/4/1999	3/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$94.06
1999	247103193A	HALL, JAMES P	830299067095610	3/7/1999	3/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.10
1999	247103193A	HALL, JAMES P	830299067095620	3/6/1999	3/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
1999	247103193A	HALL, JAMES P	830299067095630	3/5/1999	3/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
1	247103193A	HALL, JAMES P	830299069108410	3/8/1999	3/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
1	247161788A	MCALLISTER, JOSEPH	830199357085610	6/21/1999	6/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	247161788A	MCALLISTER, JOSEPH	830299189261300	7/6/1999	7/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	247161788A	MCALLISTER, JOSEPH	830299193090440	7/6/1999	7/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$127.36
1999	247161788A	MCALLISTER, JOSEPH	830299193090450	7/6/1999	7/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$148.46
1999	247161788A	MCALLISTER, JOSEPH	830299214081480	1/18/1999	1/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.86
1999	247161788A	MCALLISTER, JOSEPH	830299214081490	1/19/1999	1/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$36.80
1999	247161788A	MCALLISTER, JOSEPH	830299214081500	1/20/1999	1/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$36.80
1999	247162014A	ABBOTT, MARGARET	830199104054990	3/24/1999	3/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$1.60
1999	247162014A	ABBOTT, MARGARET	830299084087890	3/24/1999	3/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$67.66
1999	247162014A	ABBOTT, MARGARET	830299090103190	3/26/1999	3/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.02
1999	247162014A	ABBOTT, MARGARET	830299214081510	3/27/1999	3/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.38
1999	247162014A	ABBOTT, MARGARET	830299214081520	3/28/1999	3/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.38
1999	247162014A	ABBOTT, MARGARET	830299252089090	8/30/1999	8/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$37.05

Medicare Reconsideration

Q2Administrators, LLC
Dr. Hugh Thompson (D993211724)

October 5, 2007

Services on 1/1/99 to 6/20/02

Year	HIGN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
1999	247162014A	ABBOTT, MARGARET	830299308100360	3/26/1999	3/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.00
1999	247163527D	CROLLEY, HETTIE	830299179246450	6/22/1999	6/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	247163527D	CROLLEY, HETTIE	830299181146400	6/22/1999	6/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	247167107D	WATFORD, BESSIE	830299019114690	1/14/1999	1/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247167107D	WATFORD, BESSIE	830289019114700	1/16/1999	1/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247167107D	WATFORD, BESSIE	830299019114710	1/15/1999	1/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247167107D	WATFORD, BESSIE	830289019114720	1/17/1999	1/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247167107D	WATFORD, BESSIE	830299020105410	1/18/1999	1/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247167107D	WATFORD, BESSIE	830299021100600	1/19/1999	1/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247167107D	WATFORD, BESSIE	830299022105750	1/20/1999	1/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247167107D	WATFORD, BESSIE	830299147100890	5/24/1999	5/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	247167107D	WATFORD, BESSIE	830299201274820	7/18/1999	7/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247167107D	WATFORD, BESSIE	830299201274830	7/17/1999	7/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247167107D	WATFORD, BESSIE	830299201274840	7/16/1999	7/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247167107D	WATFORD, BESSIE	830299201274850	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247167107D	WATFORD, BESSIE	830299201274860	7/15/1999	7/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247167107D	WATFORD, BESSIE	830299214081660	1/21/1999	1/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247167107D	WATFORD, BESSIE	830299214081670	1/22/1999	1/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247167107D	WATFORD, BESSIE	830299214081680	1/23/1999	1/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247167107D	WATFORD, BESSIE	830299214081690	1/24/1999	1/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247167107D	WATFORD, BESSIE	830299214081700	1/25/1999	1/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247167107D	WATFORD, BESSIE	830299217099860	7/19/1999	7/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247167107D	WATFORD, BESSIE	830299217099870	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247167107D	WATFORD, BESSIE	830299217099880	7/21/1999	7/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247167107D	WATFORD, BESSIE	830299252089100	9/3/1999	9/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247167953D	WATFORD, ANNIE M	830299209127210	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$11.91
1999	247167953D	WATFORD, ANNIE M	830299209127220	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$16.33
1999	247167953D	WATFORD, ANNIE M	830299209127230	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	247167953D	WATFORD, ANNIE M	830299209127240	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	247167953D	WATFORD, ANNIE M	830299216107700	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	247189433D	COLLINS, VIOLA	830299174098170	5/18/1999	5/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$96.40
1999	247189433D	COLLINS, VIOLA	830299313272320	10/18/1999	10/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$75.67
1999	247203308A	ODOM, CLAUDI C	830299120086240	4/28/1999	4/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$324.62
1999	247203313A	MCCANTS, LURLIN	830299161071230	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	247203317A	BACOTE, VICTOR V	830199106002820	3/31/1999	3/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.65
1999	247203317A	BACOTE, VICTOR V	830199106002830	4/1/1999	4/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$32.95
1999	247203317A	BACOTE, VICTOR V	830299232101740	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	247203317A	BACOTE, VICTOR V	830299237109940	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	247248312D	POOLER, GUSSIE	830299103088040	4/7/1999	4/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	247248328A	JAMES, CURTIS	830199350066150	8/17/1999	8/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	247248328A	JAMES, CURTIS	830299118095350	4/22/1999	4/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	247248328A	JAMES, CURTIS	830299239095870	8/17/1999	8/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	247254131A	BONAPART, HENRY	830299040074200	2/4/1999	2/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18

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Year	HICN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
1999	247264539A	BUNCH, WILSON H	830299048084390	2/16/1999	2/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.
1999	247264539A	BUNCH, WILSON H	830299085067900	3/19/1999	3/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.76
1999	247264539A	BUNCH, WILSON H	830299155070830	5/26/1999	5/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.83
1999	247264539A	BUNCH, WILSON H	830299252089120	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.92
1999	247266100A	WRIGHT, RICHMOND	830299141073850	5/18/1999	5/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	247266100A	WRIGHT, RICHMOND	830299145095860	5/18/1999	5/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	247266100A	WRIGHT, RICHMOND	830299168104400	6/10/1999	6/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$39.47
1999	247266100A	WRIGHT, RICHMOND	830299168104410	6/9/1999	6/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$39.47
1999	247266100A	WRIGHT, RICHMOND	830299168104420	6/11/1999	6/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$39.47
1999	247288224A	THOMAS, WILLARD	830299118095370	4/23/1999	4/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	247288224A	THOMAS, WILLARD	830299118095380	4/23/1999	4/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$302.86
1999	247289417A	BROWN, EMANUEL	830199284004050	1/26/1999	1/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$98.58
1999	247289417A	BROWN, EMANUEL	830299032063780	1/27/1999	1/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247289608D	PETERS, PARNET	830199104065290	3/24/1999	3/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.58
1999	247289608D	PETERS, PARNET	830199112057580	3/15/1999	3/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
1999	247289608D	PETERS, PARNET	830199112057590	3/16/1999	3/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
1999	247289608D	PETERS, PARNET	830199112057600	3/17/1999	3/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
1999	247289608D	PETERS, PARNET	830199112057610	3/18/1999	3/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
1999	247289608D	PETERS, PARNET	830199112057620	3/19/1999	3/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
1999	247289608D	PETERS, PARNET	830299077251250	3/15/1999	3/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.51
1999	247289608D	PETERS, PARNET	830299077251260	3/16/1999	3/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.51
1999	247289608D	PETERS, PARNET	830299082104020	3/17/1999	3/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.61
1999	247289608D	PETERS, PARNET	830299082104030	3/18/1999	3/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.51
1999	247289608D	PETERS, PARNET	830299082104040	3/19/1999	3/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.51
1999	247289608D	PETERS, PARNET	830299209127270	7/26/1999	7/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	247289608D	PETERS, PARNET	830299214081710	3/25/1999	3/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.58
1999	247289845D	WINGATE, ALEASE D	830299252089180	9/7/1999	9/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.24
1999	247289845D	WINGATE, ALEASE D	830299252089190	9/7/1999	9/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$127.36
1999	247289845D	WINGATE, ALEASE D	830299252089200	9/7/1999	9/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$92.42
1999	247289845D	WINGATE, ALEASE D	830299263226420	9/7/1999	9/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	247320243A	CATOE, MARY F	830299209127280	7/21/1999	7/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$379.15
1999	247381198A	POSTON, INEZ	830299106101830	4/14/1999	4/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.62
1999	247384413A	GALLOWAY, ELISE S	830299169104900	6/15/1999	6/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$232.62
1999	247384413A	GALLOWAY, ELISE S	830299179246510	6/10/1999	6/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.73
1999	247421943A	DAVIS, ELSIE A	830299054083080	2/20/1999	2/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	247421943A	DAVIS, ELSIE A	830299054083090	2/19/1999	2/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	247421943A	DAVIS, ELSIE A	830299054083100	2/18/1999	2/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	247422063A	DEWITT, NATHANIEL	830299189261340	7/1/1999	7/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$220.88
1999	247426379A	JACKSON, ONEDA	830299189261380	7/1/1999	7/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$150.20
1999	247426385D	DRIGGERS, DORA M	830199090066500	2/14/1999	2/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
1999	247426385D	DRIGGERS, DORA M	830199090066510	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
1999	247426385D	DRIGGERS, DORA M	830199116121880	2/12/1999	2/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
1999	247426385D	DRIGGERS, DORA M	830199116121890	2/13/1999	2/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58

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Year	HICN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
1999	247426385D	DRIGGERS, DORA M	830299047113560	2/12/1999	2/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
1999	247426385D	DRIGGERS, DORA M	830299047113570	2/13/1999	2/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
1999	247426385D	DRIGGERS, DORA M	830299048084410	2/14/1999	2/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
1999	247426385D	DRIGGERS, DORA M	830299048084420	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
1999	247426385D	DRIGGERS, DORA M	830299168067920	6/9/1999	6/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	247426385D	DRIGGERS, DORA M	830299168104430	6/9/1999	6/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.15
1999	247426528A	GREGORY, ELIZABETH K	830299155070850	6/1/1999	6/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	247426528A	GREGORY, ELIZABETH K	830299159081940	5/19/1999	5/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	247426528A	GREGORY, ELIZABETH K	830299159081950	6/1/1999	6/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	247427254A	REDDEN, NATHENE	830299152247930	5/26/1999	5/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$45.27
1999	247427286C1	SAWYER, DOROTHY L	830299097107560	4/5/1999	4/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
1999	247427286C1	SAWYER, DOROTHY L	830299098066300	4/6/1999	4/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.48
1999	247427286C1	SAWYER, DOROTHY L	830299098066310	4/6/1999	4/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
1999	247427286C1	SAWYER, DOROTHY L	830299103086070	4/7/1999	4/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.51
1999	247427286C1	SAWYER, DOROTHY L	830299103086080	4/8/1999	4/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.51
1999	247427376A	BOAN, BETTY L	830299120086290	4/27/1999	4/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.77
1999	247427376A	BOAN, BETTY L	830299155070860	6/1/1999	6/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.51
1999	247427376A	BOAN, BETTY L	830299155070870	6/2/1999	6/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.51
1999	247427376A	BOAN, BETTY L	830299252089230	9/2/1999	9/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.59
1999	247427376A	BOAN, BETTY L	830299341272500	11/30/1999	11/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$56.68
1999	247427465A	FOX, CATHERINE	830299308239120	10/27/1999	10/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$109.89
1999	247448152A	PIERCE, STEVEN	830299145095960	5/20/1999	5/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	247460486A	HENDRIX, WALTER	830299132074230	5/10/1999	5/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	247460486A	HENDRIX, WALTER	830299138097230	5/10/1999	5/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	247460600A	BAKER, DORIS	830299077078130	3/16/1999	3/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.36
1999	247460600A	BAKER, DORIS	830299082104120	3/16/1999	3/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$15.70
1999	247460600A	BAKER, DORIS	830299082104130	3/16/1999	3/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$39.07
1999	247460600A	BAKER, DORIS	830299082104140	3/16/1999	3/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.51
1999	247460600A	BAKER, DORIS	830299084087930	3/17/1999	3/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.05
1999	247460600A	BAKER, DORIS	830299084087940	3/17/1999	3/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$1.61
1999	247460600A	BAKER, DORIS	830299099077870	4/7/1999	4/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	247460600A	BAKER, DORIS	830299099077880	4/7/1999	4/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$17.65
1999	247460600A	BAKER, DORIS	830299132074250	5/7/1999	5/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	247460600A	BAKER, DORIS	830299132074260	5/7/1999	5/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	247460600A	BAKER, DORIS	830299145096030	5/18/1999	5/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.92
1999	247460712B	DAVIS, JOANNE	839799196001990	2/2/1999	2/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	247460712B	DAVIS, JOANNE	839799196002000	2/17/1999	2/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.48
1999	247460712B	DAVIS, JOANNE	839799204002780	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.36
1999	247461053A	MELTON, ELIZABETH H	830299112107860	4/20/1999	4/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$79.27
1999	247461210M	PETERS, JAMES	830299035085060	1/29/1999	1/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$310.77
1999	247461364A	MCCULLOUGH, JAMES	830299216107860	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$96.40
1999	247461364A	MCCULLOUGH, JAMES	830299228186280	8/13/1999	8/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.92
1999	247461364A	MCCULLOUGH, JAMES	830299244244120	8/25/1999	8/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91

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1999	247461550A	LEWIS, HENRY	830299181148470	6/24/1999	6/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$227.82
1999	247461629A	GRAHAM, ANNIE M	830199113015730	4/5/1999	4/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.92
1999	247461629A	GRAHAM, ANNIE M	830199130135850	2/6/1999	2/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
1999	247461629A	GRAHAM, ANNIE M	830299040074230	2/6/1999	2/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$61.94
1999	247461629A	GRAHAM, ANNIE M	830299214081720	2/9/1999	2/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$45.22
1999	247461629A	GRAHAM, ANNIE M	830299263226510	2/5/1999	2/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$48.07
1999	247461629A	GRAHAM, ANNIE M	830299263226530	2/7/1999	2/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.13
1999	247461629A	GRAHAM, ANNIE M	830299263226540	2/8/1999	2/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.13
1999	247461701A	COMBESS, JACKIE C	830299343264700	11/29/1999	11/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.70
1999	247462266A	TAYLOR, BOBBIE E	830299305270820	10/26/1999	10/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$231.86
1999	247462266A	TAYLOR, BOBBIE E	830299315268530	10/26/1999	10/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
1999	247462353A	KING, ANN R	830299209127400	7/23/1999	7/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	247463266A	LOGAN, DONALD E	830299201274950	7/15/1999	7/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	247463380A	ONEAL, EDWARD L	830299204083730	7/16/1999	7/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$324.62
1999	247465774A	POOLER, MARIE Y	830299287251580	10/13/1999	10/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	247466034A	BRYANT, GRACE M	830299181146480	6/21/1999	6/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247486410A	ZIMMERMAN, EDMOND	830299040074240	2/4/1999	2/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
1999	247487454M	WILDS, HARRY	830299082104240	3/22/1999	3/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247487454M	WILDS, HARRY	830299116109090	4/20/1999	4/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$164.46
1999	247487454M	WILDS, HARRY	830299116109100	4/20/1999	4/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.78
1999	247480469A	BESS, CLARENCE	830299214081790	2/8/1999	2/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247480469A	BESS, CLARENCE	830299214081800	2/9/1999	2/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247480469A	BESS, CLARENCE	830299214081810	2/10/1999	2/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247480469A	BESS, CLARENCE	830299214081820	2/11/1999	2/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247480469A	BESS, CLARENCE	830299214081830	2/12/1999	2/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247480469A	BESS, CLARENCE	830299214081840	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247480469A	BESS, CLARENCE	830299214081850	2/16/1999	2/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247482216A	GREEN, LILLIE M	830299132074300	4/23/1999	4/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.58
1999	247482216A	GREEN, LILLIE M	830299132074310	4/23/1999	4/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247482216A	GREEN, LILLIE M	830299132074320	4/24/1999	4/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	247483335A	MARTIN, WILLIE J	830299189261300	6/30/1999	6/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	247483654A	POWE, LENWOOD P	830299132074340	5/7/1999	5/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	247484884B	BULL, DOROTHY	830299237109980	8/19/1999	8/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	247484884B	BULL, DOROTHY	830299239096900	8/19/1999	8/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	247545128A	DEWITT, LOUISE	830299145096070	5/20/1999	5/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	247545545M	LANE, LEROY	830299225230980	8/11/1999	8/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	247545545M	LANE, LEROY	830299225230990	8/11/1999	8/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$11.91
1999	247545545M	LANE, LEROY	830299228188280	8/11/1999	8/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	247545655A	DAMON, HELEN	830199279067700	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$2.28
1999	247545655A	DAMON, HELEN	830299033116050	1/20/1999	1/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.08
1999	247545655A	DAMON, HELEN	830299033116060	1/20/1999	1/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.78
1999	247545655A	DAMON, HELEN	830299067313130	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.84
1999	247545655A	DAMON, HELEN	830299265082780	9/3/1999	9/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91

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1999	247548409A	BRAILEY, SARAH	830299159081990	6/4/1999	6/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.11
1999	247548409A	BRAILEY, SARAH	830299159082000	6/4/1999	6/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$261.31
1999	247548409A	BRAILEY, SARAH	830299193090530	7/6/1999	7/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.45
1999	247548409A	BRAILEY, SARAH	830299193090540	7/6/1999	7/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$42.19
1999	247548409A	BRAILEY, SARAH	830299214081880	7/11/1999	7/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$32.97
1999	247548409A	BRAILEY, SARAH	830299214081890	7/10/1999	7/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$32.97
1999	247548409A	BRAILEY, SARAH	830299214081900	7/9/1999	7/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.87
1999	247548409A	BRAILEY, SARAH	830299214081910	7/12/1999	7/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.87
1999	247548409A	BRAILEY, SARAH	830299239096910	8/20/1999	8/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	247549874A	SUGGS, KENNETH	830299077078140	3/15/1999	3/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	247549874A	SUGGS, KENNETH	830299084087970	3/23/1999	3/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.28
	247566138A	MATTOX, SHIRLEY D	830299174098280	6/17/1999	6/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	247566138A	MATTOX, SHIRLEY D	830299174098290	6/17/1999	6/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	247566138A	MATTOX, SHIRLEY D	830299174098300	6/17/1999	6/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	247566138A	MATTOX, SHIRLEY D	830299189261400	7/11/1999	7/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	247566985D2	DEWITT, ALICE B	830299118095470	4/22/1999	4/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$280.95
1999	247567027A	LINCOLN, LUCILL L	830299179246610	6/22/1999	6/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	247567027A	LINCOLN, LUCILL L	830299181146540	6/22/1999	6/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	247567027A	LINCOLN, LUCILL L	830299181148550	6/22/1999	6/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	247582817A	HARRELL, GEORGE R	830299183089980	6/29/1999	6/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$289.51
1999	247582817A	HARRELL, GEORGE R	830299238096920	8/22/1999	8/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.64
1999	247582817A	HARRELL, GEORGE R	830299238096930	8/21/1999	8/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.64
1999	247582817A	HARRELL, GEORGE R	830299238096940	8/20/1999	8/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$39.93
1999	247582817A	HARRELL, GEORGE R	830299244244180	8/23/1999	8/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.18
1999	247583190A	BULL JR, JAMES	830299159082040	6/3/1999	6/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$262.26
1999	247583603A	BROWN, FRANCES	830299166067930	6/9/1999	6/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$37.08
1999	247584081A	WINDHAM, DORIS L	830299228070180	8/10/1999	8/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.92
1999	247584081A	WINDHAM, DORIS L	830299362231950	12/6/1999	12/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.07
1999	247584347A	HAMMONDS, LEALER M	830199277153300	8/12/1999	8/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$2.28
1999	247584347A	HAMMONDS, LEALER M	830199336034790	8/12/1999	8/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$129.54
	247587557BB	GILBERT, ROSA B	830299120086500	4/27/1999	4/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	247607575A	MACK, MARY E	830299179246640	6/18/1999	6/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	247609860A	POOLE, BERNETHA W	830299259071010	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	247609860A	POOLE, BERNETHA W	830299259071020	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	247609860A	POOLE, BERNETHA W	830299259071030	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	247609860A	POOLE, BERNETHA W	830299259071040	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$11.91
1999	247609860A	POOLE, BERNETHA W	830299263226800	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	247647637A	MACK, MAGDALENE	830299127095620	5/4/1999	5/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	247647637A	MACK, MAGDALENE	830299127095630	5/4/1999	5/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	247647637A	MACK, MAGDALENE	830299201274970	7/12/1999	7/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	247649884A	TARTE, JAMES	830299204083870	7/19/1999	7/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	247649884A	TARTE, JAMES	830299209127510	7/19/1999	7/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	247657540A	BRAND, VIOLA	830299201274990	7/13/1999	7/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.24

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Year	HICN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
1999	247682416A	LIGHTY, ELIJAH	830299263226870	9/7/1999	9/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	247705501A	TILLER, CLAREN	830299132074410	5/6/1999	5/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	247705819D	JEFFERY, MARYETTA E	830299181146580	6/24/1999	6/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	247707724A	THOMPSON, JUANITA F	830299054083200	2/19/1999	2/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	247707724A	THOMPSON, JUANITA F	830299054083210	2/18/1999	2/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	247709262A	FAULK, MARION E	830299022105820	1/20/1999	1/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.01
1999	247709262A	FAULK, MARION E	830299022105830	1/21/1999	1/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$45.05
1999	247709262A	FAULK, MARION E	830299025089620	1/22/1999	1/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$45.05
1999	247709421A	WILLIAMSON, LEO	830299214192190	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.38
1999	247709421A	WILLIAMSON, LEO	830299214192200	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$16.33
1999	247709421A	WILLIAMSON, LEO	830299214192210	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	247709421A	WILLIAMSON, LEO	830299217099730	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	247709421A	WILLIAMSON, LEO	830299319005810	11/9/1999	11/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.70
1999	247709421A	WILLIAMSON, LEO	830299320006700	11/9/1999	11/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.70
1999	247743833M	TEODER, ELLEN	830299174098310	6/15/1999	6/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	247743997A	GANDY, IOLA	830199104055010	3/23/1999	3/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$56.38
1999	247743997A	GANDY, IOLA	830199104055020	3/24/1999	3/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$56.38
1999	247743997A	GANDY, IOLA	830299161071500	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$96.40
1999	247743997A	GANDY, IOLA	830299161071510	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$33.14
1999	247743997A	GANDY, IOLA	830299161071520	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$2.92
1999	247743997A	GANDY, IOLA	830299168104560	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$14.65
1999	247743997A	GANDY, IOLA	830299223095540	8/6/1999	8/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$36.06
1999	247744625A	HARRIS, CATHERINE C	830299161071530	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$91.98
1999	247763036A	RICHARDSON, MOSES	830299161071540	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$215.91
1999	247763036A	RICHARDSON, MOSES	830299174098320	6/17/1999	6/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.63
1999	247763804A	WILLIAMS, ELOISE	839799132002820	5/7/1999	5/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$439.90
1999	247763804A	WILLIAMS, ELOISE	839799159001940	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	247764546A	THOMAS, SHIRLE S	830299103086140	4/7/1999	4/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	247764632A	EADDY, LOU A	830299166067970	6/9/1999	6/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	247764632A	EADDY, LOU A	830299166067980	6/9/1999	6/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	247781136M	WILLIS, EVELYN	830299084088010	3/24/1999	3/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.86
1999	247781136M	WILLIS, EVELYN	830299090103500	3/26/1999	3/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.62
1999	247783453A	GRAY, WILDA J	830299239096950	8/24/1999	8/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$223.98
1999	247801735M	JAMES, LAURA	830299320247320	11/8/1999	11/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$173.57
1999	247824011A	EDWARDS, ANNIE B	830299265082810	9/13/1999	9/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$519.90
1999	247824208M	THOMPSON, MARY E	830299112108020	4/20/1999	4/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$215.91
1999	247824206M	THOMPSON, MARY E	830299112108030	4/20/1999	4/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	247824898A	GRAHAM, ERLINE	830299168104610	6/14/1999	6/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.38
1999	247847375A	GARDNER, ARLENA	830299095117080	3/31/1999	3/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	247847375A	GARDNER, ARLENA	830299109091860	4/15/1999	4/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.06
1999	247847375A	GARDNER, ARLENA	830299109091870	4/16/1999	4/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.06
1999	247847375A	GARDNER, ARLENA	830299109091880	4/16/1999	4/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$1.60
1999	247847375A	GARDNER, ARLENA	830299183090050	6/29/1999	6/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14

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Year	HICN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Am
1999	247868510A	HALL, WILLIE	830299109091910	4/15/1999	4/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	247987077A	MILES, PATRICIA M	830299097107650	4/5/1999	4/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$195.82
1999	248031890C1	WARREN, ALPHONSO	830299141074020	5/5/1999	5/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$222.87
1999	248031933D	LEWIS, ULDINE P	830299106102200	4/14/1999	4/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$127.36
1999	248031981A	DOUGLAS, JESSE	830299152248250	5/28/1999	5/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	248031981A	DOUGLAS, JESSE	830299159082150	6/3/1999	6/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.71
1999	248033464A	LAMBERT, JAMES	830299062075840	3/1/1999	3/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.79
1999	248033464A	LAMBERT, JAMES	830299067313240	3/2/1999	3/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.51
1999	248033464A	LAMBERT, JAMES	830299067313250	3/2/1999	3/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.48
1999	248033464A	LAMBERT, JAMES	830299067313260	3/3/1999	3/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.51
1999	248034868A	ODOM, THOMAS P	830299232101930	8/9/1999	8/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	248041302A	HILL, CAROLYN	830299209127610	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$96.40
1999	248041302A	HILL, CAROLYN	830299209127620	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	248041302A	HILL, CAROLYN	830299216108070	8/2/1999	8/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.36
1999	248041302A	HILL, CAROLYN	830299252089430	9/1/1999	9/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.26
1999	248062752A	EDWARDS, LISA I	830299214081930	1/14/1999	1/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	248062752A	EDWARDS, LISA I	830299214081940	1/16/1999	1/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	248062752A	EDWARDS, LISA I	830299214081950	1/15/1999	1/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	248062752A	EDWARDS, LISA I	830299214081960	1/17/1999	1/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	248062752A	EDWARDS, LISA I	830299214081970	1/18/1999	1/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.45
1999	248062752A	EDWARDS, LISA I	830299214081980	1/18/1999	1/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$22.17
1999	248063976A	KING, WILLE	830299138097240	5/10/1999	5/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	248064096A	HICKMAN, SUDIE M	830299225231040	8/2/1999	8/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.77
1999	248070054A	HARLESTON, ELIZABETH G	830299237110230	8/23/1999	8/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	248070054A	HARLESTON, ELIZABETH G	830299239096960	8/23/1999	8/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	248081705A	WAITERS, WILLIE K	830299077078150	3/12/1999	3/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$180.91
1999	248081705A	WAITERS, WILLIE K	830299232101950	8/6/1999	8/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	248101920D	THOMPSON, EDNA B	830299209127630	7/22/1999	7/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	248122639A	LEMMONS, VENICE	830299120086330	4/22/1999	4/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$96.07
1999	248122639A	LEMMONS, VENICE	830299179246770	6/22/1999	6/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	248122639A	LEMMONS, VENICE	830299183090080	6/29/1999	6/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	248128447A	WARSAW, LURLINE L	830299209127680	7/26/1999	7/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	248128447A	WARSAW, LURLINE L	830299214192250	7/26/1999	7/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	248128518B	BURRELL, MATTIE	830299040074290	2/8/1999	2/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
1999	248128863A	HOOD, ANNA	830299209127690	7/21/1999	7/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	248140298D	GRAHAM, BESSIE M	830299168104670	6/14/1999	6/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	248140298D	GRAHAM, BESSIE M	830299179246830	6/23/1999	6/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	248140598D	DEWITT, MARGARET	830299217099760	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$124.89
1999	248146522A	ODOM, EARLENE H	830299209127700	7/19/1999	7/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	248146522A	ODOM, EARLENE H	830299225231050	8/11/1999	8/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	248146709D	DUTTON, ELISE B	830299084088060	3/23/1999	3/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$13.87
1999	248146709D	DUTTON, ELISE B	830299161071680	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$519.90
1999	248146709D	DUTTON, ELISE B	830299166068000	6/11/1999	6/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$95.38

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1999	248146709D	DUTTON, ELISE B	830299174098380	6/18/1999	6/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.41
1999	248146709D	DUTTON, ELISE B	830299181146760	4/25/1999	4/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$127.36
1999	248146709D	DUTTON, ELISE B	830299181146770	6/25/1999	6/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$96.40
1999	248146709D	DUTTON, ELISE B	830299181146780	6/25/1999	6/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$19.94
1999	248146709D	DUTTON, ELISE B	830299209127730	7/16/1999	7/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	248147427A	SWANN, BONNIE H	830299132074490	5/7/1999	5/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.63
1999	248147427A	SWANN, BONNIE H	830299132074500	5/10/1999	5/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	248147427A	SWANN, BONNIE H	830299132074510	5/7/1999	5/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	248147427A	SWANN, BONNIE H	830299145096280	5/20/1999	5/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	248147427A	SWANN, BONNIE H	830299152248310	5/20/1999	5/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.22
1999	248156159A	HICKMAN, OBIE	830299054083290	2/17/1999	2/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
1999	248156159A	HICKMAN, OBIE	830299239096970	8/17/1999	8/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$145.50
1999	248186313A	HOBBS, NED P	830299085068170	3/9/1999	3/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	248186534A	DAVIS, EMERY O	830299209127760	7/23/1999	7/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.15
1999	248187512A	DUPREE, PRESTON	830299189261510	7/7/1999	7/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	248204016D	WATFORD, ELISE	830299112108080	4/20/1999	4/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$303.26
1999	248204016D	WATFORD, ELISE	830299112108090	4/20/1999	4/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$260.21
1999	248204016D	WATFORD, ELISE	830299232101970	8/17/1999	8/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$45.22
1999	248204016D	WATFORD, ELISE	830299232101980	8/16/1999	8/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$45.22
1999	248204016D	WATFORD, ELISE	830299239096980	8/19/1999	8/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.51
1999	248204016D	WATFORD, ELISE	830299239096990	8/20/1999	8/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$45.22
1999	248204016D	WATFORD, ELISE	830299239097000	8/22/1999	8/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$45.22
1999	248204016D	WATFORD, ELISE	830299239097010	8/21/1999	8/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$45.22
1999	248204016D	WATFORD, ELISE	830299242222300	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$45.22
1999	248204016D	WATFORD, ELISE	830299267329600	9/14/1999	9/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$52.35
1999	248204182A	FLOWERS, ANNIE L	830299125095850	4/30/1999	4/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$150.20
1999	248204224D	HARRELL, ETHEL G	830299047113600	2/11/1999	2/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.08
1999	248204224D	HARRELL, ETHEL G	830299047113610	2/12/1999	2/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.94
1999	248204224D	HARRELL, ETHEL G	830299047113620	2/13/1999	2/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.94
1999	248204224D	HARRELL, ETHEL G	830299141074050	5/18/1999	5/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$33.14
1999	248204224D	HARRELL, ETHEL G	830299145098290	5/19/1999	5/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$33.14
1999	248204224D	HARRELL, ETHEL G	830299152248350	5/17/1999	5/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$32.02
1999	248204224D	HARRELL, ETHEL G	830299181146840	6/24/1999	6/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$32.70
1999	248206062A	WALKER, MADGE T	830199256081940	8/30/1999	8/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	248206062A	WALKER, MADGE T	830199256081950	8/31/1999	8/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	248206062A	WALKER, MADGE T	830199256081960	9/1/1999	9/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.45
1999	248206062A	WALKER, MADGE T	830199256081970	9/1/1999	9/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$1.90
1999	248206062A	WALKER, MADGE T	830199256081980	9/2/1999	9/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	248206062A	WALKER, MADGE T	830199256081990	9/3/1999	9/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$1.90
1999	248206062A	WALKER, MADGE T	830299169105110	6/10/1999	6/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	248206062A	WALKER, MADGE T	830299244244360	8/27/1999	8/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	248206062A	WALKER, MADGE T	830299244244370	8/28/1999	8/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	248206062A	WALKER, MADGE T	830299244244380	8/29/1999	8/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35

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Year	HICN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
1999	248206062A	WALKER, MADGE T	830299252089480	9/3/1999	9/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.41
1999	248206287D	WILSON, AGNES	830299097107780	4/5/1999	4/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	248207264A	SCOTT, OTIS	830299125095860	4/30/1999	4/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$519.90
1999	248222756D	ISEMAN, DOLORES M	830299139107590	5/13/1999	5/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$269.04
1999	248222756D	ISEMAN, DOLORES M	830299193090560	7/7/1999	7/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	248228297A	GREER, BENNY	830299230104430	5/13/1999	5/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.07
1999	248229037A	JOHNSON, MELNO P	830299228188350	8/12/1999	8/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	248229037A	JOHNSON, MELNO P	830299228188360	8/12/1999	8/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	248260447D	COE, RUTH W	830299320247440	11/9/1999	11/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$183.41
1999	248260447D	COE, RUTH W	830299322280020	11/9/1999	11/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$59.37
1999	248260458D	HEARON, HELEN	830299141074080	5/17/1999	5/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	248260458D	HEARON, HELEN	830299145096330	5/17/1999	5/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	248260458D	HEARON, HELEN	830299145096340	5/18/1999	5/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	248260458D	HEARON, HELEN	830299145096350	5/19/1999	5/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	248260458D	HEARON, HELEN	830299147100970	5/20/1999	5/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.58
1999	248260458D	HEARON, HELEN	830299147100980	5/21/1999	5/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.58
1999	248261834B	GRAHAM, ROSA L	830299138097260	5/11/1999	5/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	248283478A	WILLIAMS, CORNEL	830299040074300	2/2/1999	2/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
1999	248264227A	WILLIAMS, JAMES	830299159082210	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	248264227A	WILLIAMS, JAMES	830299161071750	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	248264227A	WILLIAMS, JAMES	830299181146860	6/22/1999	6/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	248264330D	HOWLE, PHOEBE F	830199256082030	8/30/1999	8/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$52.66
1999	248264330D	HOWLE, PHOEBE F	830199256082040	8/31/1999	8/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$52.66
1999	248264330D	HOWLE, PHOEBE F	830199256082050	9/1/1999	9/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$54.57
1999	248264330D	HOWLE, PHOEBE F	830299252089540	8/30/1999	8/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.24
1999	248264330D	HOWLE, PHOEBE F	830299341272700	12/2/1999	12/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	248277635M	BLAIR, EVELYN	830199165139700	4/22/1999	4/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$10.07
1999	248277635M	BLAIR, EVELYN	830199165139710	4/23/1999	4/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.29
1999	248277635M	BLAIR, EVELYN	830299019114930	1/14/1999	1/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$61.26
1999	248277635M	BLAIR, EVELYN	830299019114940	1/15/1999	1/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	248277635M	BLAIR, EVELYN	830299109091930	4/14/1999	4/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	248277635M	BLAIR, EVELYN	830299109091940	4/15/1999	4/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	248277635M	BLAIR, EVELYN	830299109091950	4/16/1999	4/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	248277635M	BLAIR, EVELYN	830299110098940	4/17/1999	4/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	248277635M	BLAIR, EVELYN	830299112108130	4/19/1999	4/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	248277635M	BLAIR, EVELYN	830299112108140	4/21/1999	4/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	248277635M	BLAIR, EVELYN	830299123113370	4/22/1999	4/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	248277635M	BLAIR, EVELYN	830299123113380	4/23/1999	4/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	248277635M	BLAIR, EVELYN	830299123113390	4/20/1999	4/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	248284588A	BOAN, JOHN H	830299127095770	5/4/1999	5/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	248285059A	BROACH, COIT E	830299237110340	8/10/1999	8/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	248285059A	BROACH, COIT E	830299265082830	9/15/1999	9/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	248323071A	WOODHAM, JACK O	830299244244450	8/25/1999	8/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$6.94

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Medicare Reconsideration

Q2Administrators, LLC
 Dr. Hugh Thompson (D993211724)
 Services on 1/1/99-6/20/02

October 5, 2007

Year	HICN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
1999	248323289A	RILES, GRACE C	830299223095890	8/9/1999	8/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.4
1999	248324395A	ROSS, ROBERT D	830299169082230	6/4/1999	6/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.8
1999	248324683A	TARTE, NORMA L	830299118095740	4/22/1999	4/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.77
1999	248324683A	TARTE, NORMA L	830299127095780	5/4/1999	5/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$37.43
1999	248325776A	MCKEVER, MOSES	830299239097020	8/24/1999	8/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	248329083A	COTTINGHAM, DAISY	830299106102390	4/13/1999	4/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	248329908A	PEAVY, CLARA	830199350066200	7/21/1999	7/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	248329908A	PEAVY, CLARA	830299112108160	4/20/1999	4/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	248329908A	PEAVY, CLARA	830299209127800	7/21/1999	7/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$356.05
1999	248329908A	PEAVY, CLARA	830299230104500	4/15/1999	4/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.07
1999	248360511A	JORDAN, BLANCHE P	830299138097290	5/10/1999	5/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	248360511A	JORDAN, BLANCHE P	830299214081990	4/6/1999	4/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.70
1999	248360511A	JORDAN, BLANCHE P	830299214082000	4/7/1999	4/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	248360511A	JORDAN, BLANCHE P	830299214082010	4/8/1999	4/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.45
1999	248400281A	WEATHERFORD, HOWARD	830299061327350	2/26/1999	2/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$156.10
1999	248400281A	WEATHERFORD, HOWARD	830299239097030	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$72.86
1999	248402374A	MEARS, JOHN D	830299138097310	5/11/1999	5/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$317.68
1999	248404312A	LOCKLAIR, RUTH	830199080066490	1/22/1999	1/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.29
1999	248404312A	LOCKLAIR, RUTH	830199116121860	1/23/1999	1/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.29
1999	248404312A	LOCKLAIR, RUTH	830299027118740	1/24/1999	1/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.66
1999	248404874B6	DUDLEY, BESSIE	830201170289800	12/9/1999	12/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$2.70
1999	248440976A	MILES, SALLIE B	830299202077430	7/1/1999	7/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	248440976A	MILES, SALLIE B	830299259071270	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	248440976A	MILES, SALLIE B	830299259071280	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	248441246A	HUTCHINSON JR, GEORGE E	830299168104760	6/14/1999	6/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	248441525A	HUNT, LILLIAN D	830299077078160	3/11/1999	3/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	248441525A	HUNT, LILLIAN D	830299132074630	4/27/1999	4/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
1999	248441525A	HUNT, LILLIAN D	830299132074640	4/28/1999	4/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
1999	248441527A	SINGLETARY, ROBERT	830199069053710	1/8/1999	1/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
1999	248441527A	SINGLETARY, ROBERT	830199098082910	1/8/1999	1/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$37.09
1999	248441527A	SINGLETARY, ROBERT	830299201275190	7/13/1999	7/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$336.79
1999	248465547A	HUTTO JR, GEORGE A	830299251289200	8/26/1999	8/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	248465547B	HUTTO, JOAN C	830199148003490	4/28/1999	4/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$36.49
1999	248465547B	HUTTO, JOAN C	830299061327390	2/25/1999	2/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	248505178A	DAVIS, MARTHA L	830299061327420	2/24/1999	2/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
1999	248505520A	TEDDER, SANDERS J	830299040074350	2/5/1999	2/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
1999	248505520A	TEDDER, SANDERS J	830299112108200	4/19/1999	4/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.71
1999	248508390A	HARRINGTON, BEATRICE H	830299077078170	3/16/1999	3/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	248506739A	WIGGINS, RUBY K	830199092069650	2/16/1999	2/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.29
1999	248506739A	WIGGINS, RUBY K	830199092069660	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.29
1999	248506739A	WIGGINS, RUBY K	830298019115090	1/14/1999	1/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	248506739A	WIGGINS, RUBY K	830299019115100	1/13/1999	1/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	248506739A	WIGGINS, RUBY K	830299019115110	1/15/1999	1/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11

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Year	HICN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
1999	248506739A	WIGGINS, RUBY K	830299048084460	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.20
1999	248506739A	WIGGINS, RUBY K	830299048084470	2/16/1999	2/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.20
1999	248506739A	WIGGINS, RUBY K	830299054083500	2/17/1999	2/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.20
1999	248506739A	WIGGINS, RUBY K	830299161071800	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.92
1999	248506739A	WIGGINS, RUBY K	830299161071810	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.63
1999	248506739A	WIGGINS, RUBY K	830299214082060	2/21/1999	2/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.45
1999	248506739A	WIGGINS, RUBY K	830299214082070	2/20/1999	2/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.45
1999	248506739A	WIGGINS, RUBY K	830299214082080	2/19/1999	2/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	248506739A	WIGGINS, RUBY K	830299214082090	2/18/1999	2/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	248507666A	SPIVEY, ROBERT	830299147101010	5/24/1999	5/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	248506479A	HARRIS, NANCY	830299139107660	5/13/1999	5/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	248524546A	ANDERSON, LILLIE M	830299214082100	4/2/1999	4/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$57.48
1999	248563454D	DIXON, ELVIRA	830299159082310	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	248563454D	DIXON, ELVIRA	830299159082320	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	248563454D	DIXON, ELVIRA	830299161071890	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	248564715A	LYDE, GRACIE	830299020105580	1/18/1999	1/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.20
1999	248564715A	LYDE, GRACIE	830299021100690	1/19/1999	1/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.20
1999	248564715A	LYDE, GRACIE	830299022106030	1/20/1999	1/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$42.03
1999	248564715A	LYDE, GRACIE	830299025089850	1/19/1999	1/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.48
1999	248564846A	SMITH, MARY H	830299183090170	6/28/1999	6/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	248564846A	SMITH, MARY H	830299183090180	6/28/1999	6/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	248567433A	WILLIAMSON, LUBY	830299118095780	4/21/1999	4/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$324.62
1999	248602651A	LIGHTY, BERNETHA M	830299341272770	12/1/1999	12/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$72.50
1999	248602821A	SNIPES, ANNIE RUT	830299145098550	5/19/1999	5/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	248602821A	SNIPES, ANNIE RUT	830299147101020	5/26/1999	5/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	248602851D	MOSES, TERESA	830299239097040	8/24/1999	8/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	248602985W	GAINNEY, FRANCES	830299120086390	4/27/1999	4/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$244.15
1999	248604018A	WARREN, ELVIRA	830299048084490	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
1999	248604018A	WARREN, ELVIRA	830299214192460	7/26/1999	7/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$223.98
1999	248604018A	WARREN, ELVIRA	830299216108170	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	248604018A	WARREN, ELVIRA	830299217099790	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$95.38
1999	248620113A	SAMUEL, HATTIE	830299183090200	6/28/1999	6/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$183.41
1999	248620113A	SAMUEL, HATTIE	830299183090210	6/28/1999	6/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	248621065A	GAINNEY, VERGIA J	830299040074370	2/5/1999	2/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
1999	248624548A	GAINNEY, EDWARD	830299161071920	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.77
1999	248624548A	GAINNEY, EDWARD	830299161071930	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$6.94
1999	248669871A	ABBOTT, JOYCE	830299201275210	7/13/1999	7/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	248680599A	LLOYD, CREOLA	830299138097350	5/11/1999	5/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.99
1999	248680599A	LLOYD, CREOLA	830299139107860	5/12/1999	5/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
1999	248680599A	LLOYD, CREOLA	830299139107690	5/14/1999	5/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	248680742M	MACK, INEZ	830200007251700	12/17/1999	12/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$50.02
1999	248680742M	MACK, INEZ	830299040074380	2/1/1999	2/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
1999	248680742M	MACK, INEZ	830299179247090	6/23/1999	6/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14

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Year	HICN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
1999	248680742M	MACK, INEZ	830299244244640	8/25/1999	8/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	248680742M	MACK, INEZ	830299362232170	12/13/1999	12/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$100.03
1999	248680842A	PREVATTE, JOHN C	830299077078200	3/9/1999	3/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	248680842A	PREVATTE, JOHN C	830299225231150	8/4/1999	8/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	248681215A	DARGAN, MALICHI J	830299139107700	5/13/1999	5/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$324.62
1999	248682950A	CROSBY, KATHRYN F	830299174098520	6/17/1999	6/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.94
1999	248682950A	CROSBY, KATHRYN F	830299174098530	6/2/1999	6/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$96.40
1999	248683807A	ROBINSON, L J	830299127095880	5/5/1999	5/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$95.38
1999	248683807A	ROBINSON, L J	830299132074680	5/6/1999	5/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$124.89
1999	248683807A	ROBINSON, L J	830299132074690	5/4/1999	5/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$96.40
1999	248683807A	ROBINSON, L J	830299216108180	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.92
1999	248683807A	ROBINSON, L J	830299225231170	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$124.89
1999	248683807A	ROBINSON, L J	830299332108000	11/23/1999	11/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$65.34
1999	248748066A	SMITH, JAMES C	830299351263680	12/8/1999	12/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	248748066A	SMITH, JAMES C	839799166000310	6/9/1999	6/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.36
1999	248749193C1	ALFORD, ROLAND F	830299112108250	4/20/1999	4/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.51
1999	248749193C1	ALFORD, ROLAND F	830299112108260	4/19/1999	4/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.51
1999	248749193C1	ALFORD, ROLAND F	830299112108270	4/21/1999	4/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.51
1999	248749193C1	ALFORD, ROLAND F	830299120086400	4/28/1999	4/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	248826825A	MCLEOD, CALPERTA M	830299201275220	7/15/1999	7/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.38
1999	248826825A	MCLEOD, CALPERTA M	830299201275230	7/15/1999	7/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.84
1999	248826825A	MCLEOD, CALPERTA M	830299201275240	7/15/1999	7/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	248826825A	MCLEOD, CALPERTA M	830299201275250	7/15/1999	7/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	248826825A	MCLEOD, CALPERTA M	830299204084120	7/15/1999	7/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	249013195A	HUTCHINSON, GLADYS H	830299252089640	9/3/1999	9/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.38
1999	249013195A	HUTCHINSON, GLADYS H	830299267111110	9/7/1999	9/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$77.08
1999	249013195A	HUTCHINSON, GLADYS H	830299267111120	9/7/1999	9/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$3.00
1999	249013195A	HUTCHINSON, GLADYS H	830299267111130	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$9.66
1999	249013195A	HUTCHINSON, GLADYS H	830299267111140	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$1.61
1999	249013195A	HUTCHINSON, GLADYS H	830299336251470	12/1/1999	12/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.24
1999	249019471D	WILLIS, MARY F	830299020105600	1/18/1999	1/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$42.03
1999	249058919D	PARKER, NONA M	830299145096590	5/18/1999	5/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.24
1999	249058919D	PARKER, NONA M	830299197082170	7/13/1999	7/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$96.40
1999	249058919D	PARKER, NONA M	830299244244670	8/27/1999	8/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.36
1999	249076980A	DUTTON, J EVELYN	830299118095810	4/21/1999	4/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	249077191D	SPROTT, ADDIE	830299252089660	8/31/1999	8/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	249094506A	SHEPARD, LOUISE G	830199112009640	2/3/1999	2/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	249094506A	SHEPARD, LOUISE G	830199112009650	2/4/1999	2/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	249094506A	SHEPARD, LOUISE G	830299081327590	2/24/1999	2/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$347.14
1999	249094506A	SHEPARD, LOUISE G	830299214082110	2/5/1999	2/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	249106915A	MCCANTS, ALBERTUS	830299139107740	5/13/1999	5/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	249106915A	MCCANTS, ALBERTUS	830299152248440	5/26/1999	5/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	249125447A	BRYANT, MOTTIE P	830299168104950	6/9/1999	6/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14

Medicare Reconsideration

Q2Administrators, LLC
 Dr. Hugh Thompson (D993211724)
 Services on 1/1/99-6/20/02

October 5, 2007

Year	HICN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
1999	249128012A	FLOWERS JR, ALBERT L	830199098062850	1/23/1999	1/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
1999	249128012A	FLOWERS JR, ALBERT L	830199098062860	1/24/1999	1/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
1999	249128012A	FLOWERS JR, ALBERT L	830199098062870	1/25/1999	1/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
1999	249128012A	FLOWERS JR, ALBERT L	830199098062880	1/27/1999	1/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
1999	249128012A	FLOWERS JR, ALBERT L	830199118030760	1/26/1999	1/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
1999	249128012A	FLOWERS JR, ALBERT L	830199118030770	1/22/1999	1/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
1999	249128012A	FLOWERS JR, ALBERT L	8301991180307610	1/20/1999	1/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
1999	249128012A	FLOWERS JR, ALBERT L	830199118037620	1/21/1999	1/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
1999	249128012A	FLOWERS JR, ALBERT L	830299022106110	1/20/1999	1/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	249128012A	FLOWERS JR, ALBERT L	830299022106120	1/21/1999	1/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	249128012A	FLOWERS JR, ALBERT L	830299025089940	1/22/1999	1/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	249128012A	FLOWERS JR, ALBERT L	830299027118880	1/23/1999	1/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	249128012A	FLOWERS JR, ALBERT L	830299027118870	1/24/1999	1/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	249128012A	FLOWERS JR, ALBERT L	830299027118880	1/25/1999	1/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	249128012A	FLOWERS JR, ALBERT L	830299028090450	1/26/1999	1/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	249128012A	FLOWERS JR, ALBERT L	830299032064130	1/27/1999	1/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	249128012A	FLOWERS JR, ALBERT L	830299032064140	1/28/1999	1/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	249135962A	JOHNSON, WILLIA W	830299204084130	7/15/1999	7/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.71
1999	249144470D	DAVIS, CARRIE C	830299008060630	1/6/1999	1/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$66.22
1999	249146338A	HAGER, MARGARET P	830288127095890	4/30/1999	4/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.80
1999	249146338A	HAGER, MARGARET P	830299201275260	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$109.89
1999	249146338A	HAGER, MARGARET P	830299201275270	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	249146338A	HAGER, MARGARET P	830299209127910	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	249146338A	HAGER, MARGARET P	830299333210830	11/23/1999	11/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
1999	249147868A	BONAPARTE, LEROY	830299179247180	6/21/1999	6/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$16.94
1999	249147868A	BONAPARTE, LEROY	830299357390430	12/6/1999	12/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.24
1999	249147965D	SAMUEL, AMANDA	830299085068310	3/25/1999	3/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	249165345A	ALLSTON, ALLARD	830299112108370	4/20/1999	4/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.88
1999	249165345A	ALLSTON, ALLARD	830299112108380	4/21/1999	4/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.88
1999	249165345A	ALLSTON, ALLARD	830299118095880	4/21/1999	4/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	249165345A	ALLSTON, ALLARD	830299120086450	4/22/1999	4/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.88
1999	249165345A	ALLSTON, ALLARD	830299127095900	5/4/1999	5/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$54.78
1999	249183387D	DUTTON, NADINE	830299169261640	7/6/1999	7/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	249183387D	DUTTON, NADINE	830299214082130	1/22/1999	1/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	249221588A	FREEMAN, JAMES O	830299147101060	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	249233963A	PINCKNEY JR, OTIS	830289225231220	8/10/1999	8/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.80
1999	249233963A	PINCKNEY JR, OTIS	830299228188420	8/11/1999	8/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.80
1999	249240624A	PRINCE, LAVAN	830299118095900	4/23/1999	4/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	249241239D	GALLOWAY, ELOISE W	830299147101080	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$164.46
1999	249241239D	GALLOWAY, ELOISE W	830299147101090	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.78
1999	249241239D	GALLOWAY, ELOISE W	830299147101100	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	249241239D	GALLOWAY, ELOISE W	830299174098640	6/17/1999	6/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	249241239D	GALLOWAY, ELOISE W	830299313272480	11/2/1999	11/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$75.67

Year	HIGN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
1999	249248567A*	SEGARS, SIDNEY	830299209127950	7/21/1999	7/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	249249472D	GARNER, RETHA R	830299244244720	8/25/1999	8/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	249257518A	CAMPBELL, GWENDOLYN L	830299138097390	5/10/1999	5/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
1999	249257518A	CAMPBELL, GWENDOLYN L	830299138097400	5/11/1999	5/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
1999	249257518A	CAMPBELL, GWENDOLYN L	830299139107750	5/14/1999	5/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
1999	249257518A	CAMPBELL, GWENDOLYN L	830299139107760	5/13/1999	5/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
1999	249257518A	CAMPBELL, GWENDOLYN L	830299139107770	5/12/1999	5/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
1999	249260400D	NETTLES, ALBERT	830199069053740	1/13/1999	1/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
1999	249260400D	NETTLES, ALBERT	830299019115210	1/13/1999	1/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.18
1999	249260400D	NETTLES, ALBERT	830299020105620	1/18/1999	1/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$42.03
1999	249260400D	NETTLES, ALBERT	830299021100730	1/19/1999	1/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$42.03
1999	249260400D	NETTLES, ALBERT	830299022106140	1/20/1999	1/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$42.03
1999	249260400D	NETTLES, ALBERT	830299025089950	1/19/1999	1/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	249260400D	NETTLES, ALBERT	830299106102570	4/13/1999	4/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	249260400D	NETTLES, ALBERT	830299179087090	6/20/1999	6/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$46.17
1999	249260400D	NETTLES, ALBERT	830299179087100	6/19/1999	6/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$46.17
1999	249260400D	NETTLES, ALBERT	830299179087110	6/18/1999	6/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$46.17
1999	249263575A	TOUCHBER, M L	830299179247220	6/18/1999	6/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	249263575A	TOUCHBER, M L	830299252089720	9/7/1999	9/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$13.87
1999	249263575A	TOUCHBER, M L	830299263227770	9/9/1999	9/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.82
1999	249267624A	BLATHERS, WESLEY W	830299054083660	2/19/1999	2/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.11
1999	249267624A	BLATHERS, WESLEY W	830299054083670	2/18/1999	2/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
1999	249267624A	BLATHERS, WESLEY W	830299054083680	2/17/1999	2/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
1999	249267624A	BLATHERS, WESLEY W	830299062075960	2/18/1999	2/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.48
1999	249278728M	INGRAM, MELL	830299244244730	8/27/1999	8/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$30.25
1999	249278728M	INGRAM, MELL	830299244244740	8/27/1999	8/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$2.28
1999	249278728M	INGRAM, MELL	830299263227790	9/15/1999	9/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$32.53
1999	249278728M	INGRAM, MELL	830299313272490	11/1/1999	11/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.70
1999	249281833A	THOMPSON, ANNER P	830299183090320	6/29/1999	6/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	249281833A	THOMPSON, ANNER P	830299189261650	7/6/1999	7/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	249320617A	SHUMATE, FRANCES	830199118040730	3/30/1999	3/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.29
1999	249320617A	SHUMATE, FRANCES	830199118040740	4/1/1999	4/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.29
1999	249320617A	SHUMATE, FRANCES	830199118040750	3/31/1999	3/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.29
1999	249320617A	SHUMATE, FRANCES	830299090103920	3/30/1999	3/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	249320617A	SHUMATE, FRANCES	830298095117380	3/31/1999	3/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	249320617A	SHUMATE, FRANCES	830299095117390	4/1/1999	4/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	249320617A	SHUMATE, FRANCES	830299097107860	4/2/1999	4/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
1999	249320617A	SHUMATE, FRANCES	830299097107870	4/5/1999	4/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.51
1999	249321242A	DAVIS, BERTHA	830299193090680	7/8/1999	7/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	249321242A	DAVIS, BERTHA	830299195080120	7/8/1999	7/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	249321525A	ARRANTS, NELLIE	830299123113480	4/29/1999	4/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$302.86
1999	249321525A	ARRANTS, NELLIE	830299174098650	4/29/1999	4/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	249322405A	GARDNER, BETTY A	830299244244800	8/25/1999	8/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$81.69

Year	HICN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
1999	249342755D	ROGERS, RELATIA W	830299138097440	5/11/1999	5/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	249342755D	ROGERS, RELATIA W	830299147101110	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	249342755D	ROGERS, RELATIA W	830299174098660	6/17/1999	6/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.18
1999	249342755D	ROGERS, RELATIA W	830299174098670	6/16/1999	6/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.18
1999	249344615A	TOBIAS, DAVID E	830299351263750	12/8/1999	12/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	249344742A	BRYANT, JUNIE B	830299161072080	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$369.04
1999	249344742A	BRYANT, JUNIE B	830299161072090	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$99.10
1999	249345294A	HOWE, CHARLES W	830199229008900	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
1999	249345294A	HOWE, CHARLES W	830299120086510	4/26/1999	4/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.76
1999	249345294A	HOWE, CHARLES W	830299161072120	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	249345294A	HOWE, CHARLES W	830299161072130	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.18
1999	249345294A	HOWE, CHARLES W	830299168105140	6/10/1999	6/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.76
1999	249345294A	HOWE, CHARLES W	830299168105150	6/9/1999	6/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.76
1999	249345294A	HOWE, CHARLES W	830299168105160	6/11/1999	6/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.76
1999	249345294A	HOWE, CHARLES W	830299239097070	8/24/1999	8/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.86
1999	249345294A	HOWE, CHARLES W	830299239097080	8/24/1999	8/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$1.90
1999	249345294A	HOWE, CHARLES W	830299244244830	8/25/1999	8/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.85
1999	249345481A	ANDERSON, JOHNNIE	830199355046820	2/2/1999	2/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$36.58
1999	249345481A	ANDERSON, JOHNNIE	830299039114890	2/2/1999	2/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	249345481A	ANDERSON, JOHNNIE	830299161072140	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	249345793A	WEATHERFORD, LAUREL E	830299040074400	2/2/1999	2/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$401.12
1999	249347228A	JONES, MARY H	830299201275310	7/16/1999	7/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	249347228A	JONES, MARY H	830299201275320	7/16/1999	7/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.38
1999	249347228A	JONES, MARY H	830299201275330	7/16/1999	7/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$16.33
1999	249347228A	JONES, MARY H	830299204084180	7/16/1999	7/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	249348441A	BOAN, FRANCES	830299230104680	8/16/1999	8/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$74.60
1999	249348551A	SALEEBY, RUTH I	830299112108420	4/19/1999	4/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$91.98
1999	249348601A	VESELAK, RUBY M	830299230104710	6/10/1999	6/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.07
1999	249349192A	SOMPAYRAC, HEWITT A	830299159082400	6/2/1999	6/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	249381750A	CARRIGAN, MARION R	830299225231250	8/9/1999	8/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	249381750A	CARRIGAN, MARION R	830299232102110	8/9/1999	8/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$91.98
1999	249381778B	HARRELL, AGNES S	830299159082410	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	249381913A	DAVIS JR, JAMES F	830299209127970	7/21/1999	7/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	249381913A	DAVIS JR, JAMES F	830299217099810	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	249382148M	SUGGS, AGNES	830299155111230	5/28/1999	5/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$33.03
1999	249382148M	SUGGS, AGNES	830299278254600	9/27/1999	9/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	249382365A	DAVIS, JANNETTE	830298097107940	4/5/1999	4/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	249383406A	POMPEY, RUTH E	830299216108270	8/2/1999	8/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	249383406A	POMPEY, RUTH E	830299216108280	8/2/1999	8/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.24
1999	249383406A	POMPEY, RUTH E	830299216108290	8/2/1999	8/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	249383406A	POMPEY, RUTH E	830299225231260	8/2/1999	8/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	249384565A	HUDLEY, OPHELIA	830299077078220	3/16/1999	3/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	249384993A	BROWN, CARRIE B	830299067313820	3/3/1999	3/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18

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Year	HICN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
1999	249394546A	SAMUEL, BETTY L	830199165131950	5/27/1999	5/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$97.75
1999	249394546A	SAMUEL, BETTY L	830299147101120	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$324.62
1999	249420009A	LLOYD, CHESLEY H	830299263227960	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$317.68
1999	249420432D	COSOM, CARTHY L	830299181147110	6/24/1999	6/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	249420432D	COSOM, CARTHY L	830299181147120	6/25/1999	6/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	249420432D	COSOM, CARTHY L	830299181147130	6/26/1999	6/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	249420889A	ROGERS, JOHN T	830299179247280	6/18/1999	6/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	249420889A	ROGERS, JOHN T	830299214082180	2/3/1999	2/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.88
1999	249420889A	ROGERS, JOHN T	830299214082190	2/4/1999	2/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.88
1999	249421595A	THOMAS, HENRY T	830299216108340	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	249422089A	DEWITT, ALVIN E	830299169105660	6/10/1999	6/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$124.89
1999	249422089A	DEWITT, ALVIN E	830299174098680	6/16/1999	6/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	249422089A	DEWITT, ALVIN E	830299183090370	6/25/1999	6/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.71
1999	249445461A	YOUNG, MYRTLE Y	830299118096020	4/26/1999	4/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	249445461A	YOUNG, MYRTLE Y	830299120086520	4/26/1999	4/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	249445467D	JOYE, ELIZABETH	830299252089860	9/2/1999	9/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$97.75
1999	249445467D	JOYE, ELIZABETH	830299263228020	9/7/1999	9/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	249446036B	PETTIGREW, THEOLIA R	830299239097090	8/20/1999	8/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$150.20
1999	249447261A	SHUPE JR, RAY C	830299077078230	3/17/1999	3/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	249447261A	SHUPE JR, RAY C	830299130077560	5/5/1999	5/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	249447261A	SHUPE JR, RAY C	830299230104730	5/27/1999	5/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.69
1999	249449679A	WILLIAMS, PETER W	830299061327800	2/23/1999	2/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$351.42
1999	249449679B	WILLIAMS, GERTRUDE	830299147101150	5/26/1999	5/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	249449679B	WILLIAMS, GERTRUDE	830299152248590	5/26/1999	5/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	249449907B	STOKES, CAROLYN	830299118098060	4/22/1999	4/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$292.91
1999	249449907B	STOKES, CAROLYN	830299127096040	5/5/1999	5/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	249461492D	TRUESDALE, VERNIE C	830100188017050	11/29/1999	11/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.07
1999	249465853A	BRYANTSR, ROBERT L	830299120086530	4/27/1999	4/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	249465853A	BRYANTSR, ROBERT L	830299120086540	4/27/1999	4/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	249468450A	RICHARDSON, JAMES E	830299174098700	6/17/1999	6/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	249467323A	HAMLIN, MOSES	839799242003160	2/16/1999	2/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
1999	249468044A	WRIGHT, NELLIE N	830299209128050	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$81.44
1999	249468044A	WRIGHT, NELLIE N	830299209128070	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	249468044A	WRIGHT, NELLIE N	830299209128080	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	249468044A	WRIGHT, NELLIE N	830299216108370	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	249468180A	MORRIS, MAE A	830299048084560	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
1999	249468308D	HAM, DOLLIE	830299189261700	6/30/1999	6/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$39.96
1999	249468308D	HAM, DOLLIE	830299189261710	7/1/1999	7/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$54.78
1999	249468308D	BRADSHAW, ELSIE W	830299082104550	3/19/1999	3/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$347.14
1999	249469742A	MCDANIEL, BENNIE	830299090103960	3/30/1999	3/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	249469742A	MCDANIEL, BENNIE	830299209128110	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	249469797A	PADGETT, CAROL	830299259071550	9/9/1999	9/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	249469797A	PADGETT, CAROL	830299263228100	9/9/1999	9/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.71

Year	HICN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
1999	249500595A	JACKSON, QUEEN E	830299223096180	8/5/1999	8/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.28
1999	249522917A	THOMAS, WINSTON B	830299209128120	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	249522917A	THOMAS, WINSTON B	830299349516550	12/6/1999	12/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$26.78
1999	249563116A	CROSBY, WILLIE D	830199256082110	8/30/1999	8/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.58
1999	249563116A	CROSBY, WILLIE D	830199256082120	8/31/1999	8/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.58
1999	249563116A	CROSBY, WILLIE D	830199256082130	9/1/1999	9/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	249563116A	CROSBY, WILLIE D	830199256082140	9/1/1999	9/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$3.23
1999	249563116A	CROSBY, WILLIE D	830199256082150	9/2/1999	9/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.58
1999	249563116A	CROSBY, WILLIE D	830299181147270	6/24/1999	6/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	249563116A	CROSBY, WILLIE D	830299244244990	8/25/1999	8/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.58
1999	249563116A	CROSBY, WILLIE D	830299244245000	8/26/1999	8/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$37.02
1999	249563116A	CROSBY, WILLIE D	830299244245010	8/27/1999	8/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.58
1999	249563116A	CROSBY, WILLIE D	830299244245020	8/28/1999	8/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.58
1999	249563116A	CROSBY, WILLIE D	830299244245030	8/29/1999	8/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.58
1999	249563116A	CROSBY, WILLIE D	830299252089950	9/3/1999	9/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.58
1999	249563384A	WILLIAMS, SARAH L	830299204084270	7/16/1999	7/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.24
1999	249581839B	EVANS, ROSA L	830299281091680	9/23/1999	9/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	249629294A	DARGAN, WALTER J	830299145096870	5/20/1999	5/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.24
1999	249629294A	DARGAN, WALTER J	830299161072220	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$307.66
1999	249709633A	ROGERS, DOSHIA B	830299021100780	1/19/1999	1/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$14.28
1999	249728589A	BYRD JR, WILLIAM	830299174098750	6/16/1999	6/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	249784352A	THOMAS, JANNIE C	830299077251830	3/16/1999	3/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	249784352A	THOMAS, JANNIE C	830299077251840	3/15/1999	3/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	249784352A	THOMAS, JANNIE C	830299077251850	3/16/1999	3/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	249784352A	THOMAS, JANNIE C	830299082104590	3/17/1999	3/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	249784352A	THOMAS, JANNIE C	839799239002200	8/24/1999	8/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	249841888A	FRASER, THOMAS M	830299357390570	12/9/1999	12/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.70
1999	249867907A	MCLAIN, KATHY K	830299174098760	6/20/1999	6/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$49.51
1999	249867907A	MCLAIN, KATHY K	830298174098770	6/19/1999	6/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.80
1999	249867907A	MCLAIN, KATHY K	830299174098780	6/18/1999	6/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$62.38
1999	249881257A	RICHARDSON, ERNEST	830299209128140	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$91.98
1999	249881257A	RICHARDSON, ERNEST	830299214082480	7/26/1999	7/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.64
1999	249881257A	RICHARDSON, ERNEST	830299214082490	7/25/1999	7/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$33.74
1999	249881257A	RICHARDSON, ERNEST	830299214082500	7/24/1999	7/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.45
1999	249881257A	RICHARDSON, ERNEST	830299214082510	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	249881257A	RICHARDSON, ERNEST	830299214082520	7/23/1999	7/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.30
1999	249881257A	RICHARDSON, ERNEST	830299214082530	7/22/1999	7/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	249881257A	RICHARDSON, ERNEST	830299217099830	7/21/1999	7/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	249881257A	RICHARDSON, ERNEST	830299259071600	9/10/1999	9/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$220.88
1999	249881257A	RICHARDSON, ERNEST	830299263228160	9/10/1999	9/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	249962929A	CATOE, AMOS S	830299147101170	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$244.15
1999	249963280A	RICHARDSON, JEROME	830299085068410	3/24/1999	3/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$168.16
1999	249963280A	RICHARDSON, JEROME	830299155071370	6/1/1999	6/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$70.98

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Year	HICN	Beneficiary Name	OCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
1999	249966210A	RANSOM, WANDA J	830299159082590	6/3/1999	6/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.80
1999	249966210A	RANSOM, WANDA J	830299159082600	6/6/1999	6/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.80
1999	249966210A	RANSOM, WANDA J	830299159082610	6/4/1999	6/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$75.93
1999	249966210A	RANSOM, WANDA J	830299159082620	6/5/1999	6/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$87.90
1999	249966210A	RANSOM, WANDA J	830299161072250	6/6/1999	6/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	250019382D	THOMPSON, SALLIE	830299232102160	8/9/1999	8/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250040569A	WORMLEY, LINDA	830299120088570	4/27/1999	4/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.82
1999	250040569A	WORMLEY, LINDA	830299336251560	11/29/1999	11/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
1999	250040569A	WORMLEY, LINDA	830299343265160	11/29/1999	11/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.43
1999	250040621A	HARRINGTON, DEBRA J	830299109091980	4/15/1999	4/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$252.70
	250040621A	HARRINGTON, DEBRA J	830299109091990	4/15/1999	4/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$95.38
	250040621A	HARRINGTON, DEBRA J	830299216108500	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	250040621A	HARRINGTON, DEBRA J	830299216108510	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	250040621A	HARRINGTON, DEBRA J	830299216108520	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	250040621A	HARRINGTON, DEBRA J	830299217099840	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.15
1999	250040621A	HARRINGTON, DEBRA J	830299223096260	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$12.69
1999	250040621A	HARRINGTON, DEBRA J	830299239097110	8/21/1999	8/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$13.87
1999	250040829A	DOWDY, ELIZABETH	830299062076090	2/25/1999	2/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.48
1999	250040829A	DOWDY, ELIZABETH	830299106102740	4/13/1999	4/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	250040829A	DOWDY, ELIZABETH	830299111090090	4/13/1999	4/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	250040829A	DOWDY, ELIZABETH	830299111090100	4/14/1999	4/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	250040829A	DOWDY, ELIZABETH	830299111090110	4/15/1999	4/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	250040829A	DOWDY, ELIZABETH	830299111090120	4/16/1999	4/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	250040829A	DOWDY, ELIZABETH	830299214082560	2/23/1999	2/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.32
1999	250040829A	DOWDY, ELIZABETH	830299214082570	2/24/1999	2/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.32
1999	250040829A	DOWDY, ELIZABETH	830299214082580	2/25/1999	2/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.32
1999	250040829A	DOWDY, ELIZABETH	830299214082590	2/26/1999	2/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.32
1999	250041145A	WILLIAMS, RICHARD B	830299098066770	4/6/1999	4/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.51
1999	250041145A	WILLIAMS, RICHARD B	830299103086320	4/7/1999	4/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.51
	250122228A	WASHINGTON, RICHARD	830299179247410	6/23/1999	6/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$283.84
	250122347D	SCOTT, HELEN J	830299214192680	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$49.51
1999	250122347D	SCOTT, HELEN J	830299214192690	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$6.94
1999	250122347D	SCOTT, HELEN J	830299223096290	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.80
1999	250147359D	BRISTOW, LURENIA	830299209128200	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250147905D	DAMON, JENKINS	830299147101180	5/26/1999	5/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.92
1999	250162473D	WOODBURY, ESSIEMAE M	830299097108090	4/5/1999	4/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	250186096A	HAMLIN, LILLIE M	830299077251900	3/16/1999	3/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.86
1999	250186096A	HAMLIN, LILLIE M	830299161072280	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	250186096A	HAMLIN, LILLIE M	830299161072290	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250186499A	GEE, LEROY	830299181147490	6/24/1999	6/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$283.35
1999	250200160A	PSILLOS, CHRISTOPH	830299042100270	2/9/1999	2/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	250200160A	PSILLOS, CHRISTOPH	830299046242510	2/10/1999	2/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	250200160A	PSILLOS, CHRISTOPH	830299047113760	2/11/1999	2/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98

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1999	250200160A	PSILLOS, CHRISTOPH	830299047113770	2/1/1999	2/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
1999	250200160A	PSILLOS, CHRISTOPH	830299047113780	2/13/1999	2/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
1999	250200160A	PSILLOS, CHRISTOPH	839799048000910	2/14/1999	2/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
1999	250200268A	SMALL, HERBERT	830299077078260	3/9/1999	3/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	250200666D	CASSIDY, JANIE	830299341273080	12/2/1999	12/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	250200837D	LANE, WILMA	830299259071660	9/9/1999	9/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	250200837D	LANE, WILMA	830299263228540	9/9/1999	9/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$223.98
1999	250207081A	EZEKIEL JR, CLARENCE	830299090104220	3/30/1999	3/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	250217828A	ATKINSON, MICHAEL G	830299239097120	8/17/1999	8/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.04
1999	250248841A	JOHNSON, SAM F	830299069108480	3/9/1999	3/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$56.56
1999	250248841A	JOHNSON, SAM F	830299074094300	3/10/1999	3/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	250248841A	JOHNSON, SAM F	830299074094310	3/11/1999	3/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	250248841A	JOHNSON, SAM F	830299075090150	3/12/1999	3/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	250248841A	JOHNSON, SAM F	830299077251990	3/15/1999	3/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	250248841A	JOHNSON, SAM F	830299077252000	3/14/1999	3/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
1999	250248841A	JOHNSON, SAM F	830299077252010	3/13/1999	3/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	250248841A	JOHNSON, SAM F	830299077252020	3/16/1999	3/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	250248841A	JOHNSON, SAM F	830299082104660	3/17/1999	3/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	250252035A	BLACKMONJR, WALDON M	830299132074960	5/6/1999	5/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	250280648D	ODOM, RUTH E	830299145096940	5/20/1999	5/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.77
1999	250280648D	ODOM, RUTH E	830299214192710	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.86
1999	250280648D	ODOM, RUTH E	83029924222310	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$54.37
1999	250280648D	ODOM, RUTH E	830299244245180	8/23/1999	8/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$54.78
1999	250280648D	ODOM, RUTH E	830299259071690	9/9/1999	9/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$54.78
1999	250281443D	MULDROW, BETTY B	830299061328130	2/24/1999	2/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
1999	250282380A	LEE, JAMES	830299169105790	6/10/1999	6/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.71
1999	250282936A	THOMAS, CASSIE C	830299043080660	2/10/1999	2/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	250284105A	WHITE, CLARENCE B	830199218070070	3/8/1999	3/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.45
1999	250284105A	WHITE, CLARENCE B	830299069108500	3/8/1999	3/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$15.78
1999	250287832M	POOLER, NATHAN	830200007252370	11/24/1999	11/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
1999	250287832M	POOLER, NATHAN	830299336457810	11/24/1999	11/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	250287892A	LUNN, JACK	830299239097130	8/17/1999	8/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250288222A	ALEXANDER, ADA C	830299225231310	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250288535A	JAMES, MABLE B	830299201275530	7/13/1999	7/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$519.90
1999	250288535A	JAMES, MABLE B	830299217099890	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	250288535A	JAMES, MABLE B	830299315268820	11/2/1999	11/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	250288618A	BULLS, JACKSON	830299054083820	2/19/1999	2/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$161.90
1999	250288618A	BULLS, JACKSON	830299056089310	2/16/1999	2/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$96.40
1999	250302521C2	GRADY, EVELYN E	8302990955117720	3/31/1999	3/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	250303242A	BRYANT, EDWARD	830299169105820	6/15/1999	6/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	250303242A	BRYANT, EDWARD	830299174098860	6/15/1999	6/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.15
1999	250303579A	HICKS, HERBERT	830299139107800	5/14/1999	5/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$16.94
1999	250303579A	HICKS, HERBERT	830299152248820	5/26/1999	5/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91

Year	HICN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
1999	250303579A	HICKS, HERBERT	830299214192730	7/26/1999	7/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.65
1999	250304042A	BOSTIC, NAOMI	830299120086610	4/28/1999	4/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$91.98
1999	250304042A	BOSTIC, NAOMI	830299209128300	7/23/1999	7/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250304463D	NETTLES, MARY	830299145096980	5/20/1999	5/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	250305026A	KIRBY, GERALDINE D	830200018285340	12/10/1999	12/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$11.27
1999	250305026A	KIRBY, GERALDINE D	830299168105310	6/14/1999	6/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$109.72
1999	250305026A	KIRBY, GERALDINE D	830299362232420	12/9/1999	12/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$79.51
1999	250306308A	HINES, BENZINA	830299152248890	5/26/1999	5/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250307555A	JACKSON, WILLIAM R	830299209126310	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250309189A	STOKES, DORIS	830299214192760	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	250309189A	STOKES, DORIS	830299214192770	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	250309189A	STOKES, DORIS	830299217099910	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.15
1999	250309405A	KING, ROBERT J	830299239097140	8/23/1999	8/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$340.06
1999	250338952A	CAMPBELL, JOAN C	830299147101240	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$96.40
1999	250338952A	CAMPBELL, JOAN C	830299147101250	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.10
1999	250340075A	GAINEY, AILEEN	830299112108580	4/19/1999	4/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.98
1999	250340075A	GAINEY, AILEEN	830299123113540	4/29/1999	4/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$317.68
1999	250340285A	BOYKIN, JACK	830299281275530	10/4/1999	10/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	250340979A	SPIVEY, HOWARD	830299040074440	2/3/1999	2/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$347.14
1999	250341117A	WHITE, SARAH P	830299103086350	4/7/1999	4/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.64
1999	250341117A	WHITE, SARAH P	830299103086360	4/8/1999	4/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.64
1999	250341117A	WHITE, SARAH P	830299103086370	4/9/1999	4/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.64
1999	250341117A	WHITE, SARAH P	830299120086620	4/26/1999	4/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	250341117A	WHITE, SARAH P	830299166068090	6/10/1999	6/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$229.62
1999	250341117A	WHITE, SARAH P	830299202077800	7/19/1999	7/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$160.83
1999	250342119A	FELDER, MAGGIE	830299242222320	8/17/1999	8/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	250342417A	WASHINGTON, JOHN C	830299166068100	6/9/1999	6/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$224.06
1999	250342417A	WASHINGTON, JOHN C	830299168105320	6/9/1999	6/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250342471A	COX, ULYSEE J	830299252090050	8/1/1999	8/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$223.98
1999	250342600A	ROSS, ESSIE A	830299077078290	3/15/1999	3/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	250342600A	ROSS, ESSIE A	830299174098880	6/15/1999	6/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250342888A	BARFIELD, EMOGENE B	830299252090080	8/30/1999	8/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250344401A	SEGARS, CAROL H	830199069053840	1/20/1999	1/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.74
1999	250344900A	MEADS, MAYBELL	830299174098890	6/17/1999	6/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250344900A	MEADS, MAYBELL	830299239097150	8/20/1999	8/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.77
1999	250360214A	HOWLE, CLIFTON	830299123113550	4/29/1999	4/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$293.85
1999	250360214A	HOWLE, CLIFTON	830299174098900	4/29/1999	4/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	250361424A	HURSEY, CHRISTIN	830299077078300	3/16/1999	3/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	250361573A	HOWELL, VIRGINIA S	830299239097160	8/20/1999	8/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	250362760A	POWERS, JAMES A	830299145097000	5/19/1999	5/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250363693A	LLOYD, DAISEY D	830299106102960	4/14/1999	4/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	250363693A	LLOYD, DAISEY D	830299109092020	4/15/1999	4/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.24
1999	250363712A	HOOKS, SYLVESTE	830299048064620	2/16/1999	2/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$389.58

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Year	HICN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
1999	250363712B	HOOKS, ELOUISE H	830299062076200	3/2/1999	3/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$335.91
1999	250363839A	FLEMING, MOLLY	830299155071400	5/27/1999	5/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250364010A	NETTLES, HALLIE Q	830299042100280	2/9/1999	2/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.04
1999	250364345TA	WILSON JR, EARLE B	830299127096170	5/5/1999	5/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250364345TA	WILSON JR, EARLE B	830299237110730	8/19/1999	8/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	250385018A	BUNCH, MABEL	830299147101280	5/24/1999	5/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250385018A	BUNCH, MABEL	830299147101290	5/24/1999	5/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	250385018A	BUNCH, MABEL	830299152248980	5/26/1999	5/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$66.96
1999	250385957A	BROWN, PEARLI	830299152249000	5/27/1999	5/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	250385957A	BROWN, PEARLI	830299155111370	5/27/1999	5/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250388113A	EDWARDS, FRANCES O	830299239097170	8/24/1999	8/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	250388113A	EDWARDS, FRANCES O	830299313272550	11/2/1999	11/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$65.34
1999	250388113A	EDWARDS, FRANCES O	830299322280560	11/8/1999	11/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.70
1999	250388113A	EDWARDS, FRANCES O	830299333211060	11/23/1999	11/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
1999	250388113A	EDWARDS, FRANCES O	830299341273220	12/6/1999	12/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
1999	250388272A	DUTTON, CECIL	830299040074450	2/3/1999	2/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$339.51
1999	250388272A	DUTTON, CECIL	830299187082360	7/13/1999	7/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$96.40
1999	250388272A	DUTTON, CECIL	830299197082370	7/13/1999	7/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$15.07
1999	250388782A	FLYNN, J B	830299336458040	11/29/1999	11/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	250400342A	Not Available	830299127096190	5/4/1999	5/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$24.42
1999	250401274A	BEASLEY, EUGENE C	830299061328380	2/23/1999	2/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.48
1999	250401274A	BEASLEY, EUGENE C	830299061328390	2/24/1999	2/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	250401274A	BEASLEY, EUGENE C	830299281091740	9/23/1999	9/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	250401809A	PLUMMER, LILLIE B	830299155071420	6/1/1999	6/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$96.40
1999	250401809A	PLUMMER, LILLIE B	830299174098950	6/17/1999	6/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250405091D	WINGATE, ANNIE M	830299141074300	5/17/1999	5/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.77
1999	250405289A	GAINEY, EDWARD	830199098063000	1/20/1999	1/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
1999	250405289A	GAINEY, EDWARD	830199098063010	1/18/1999	1/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$17.15
1999	250405289A	GAINEY, EDWARD	830199098063020	1/19/1999	1/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
1999	250405289A	GAINEY, EDWARD	830299021100860	1/19/1999	1/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$66.22
1999	250405289A	GAINEY, EDWARD	830299022106430	1/20/1999	1/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	250405289A	GAINEY, EDWARD	830299169106000	6/15/1999	6/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.79
1999	250405289A	GAINEY, EDWARD	830299174098980	6/17/1999	6/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.22
1999	250405289A	GAINEY, EDWARD	830299174098990	6/16/1999	6/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.79
1999	250405289A	GAINEY, EDWARD	830299174099000	6/20/1999	6/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$102.66
1999	250405289A	GAINEY, EDWARD	830299174099010	6/19/1999	6/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$102.66
1999	250405289A	GAINEY, EDWARD	830299174099020	6/18/1999	6/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$111.24
1999	250405289A	GAINEY, EDWARD	830299181147600	6/21/1999	6/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$102.66
1999	250405289A	GAINEY, EDWARD	830299201275610	7/13/1999	7/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.79
1999	250405289A	GAINEY, EDWARD	830299201275620	7/18/1999	7/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$94.09
1999	250405289A	GAINEY, EDWARD	830299201275630	7/17/1999	7/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.22
1999	250405289A	GAINEY, EDWARD	830299201275640	7/16/1999	7/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.22
1999	250405289A	GAINEY, EDWARD	830299201275650	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.79

Medicare Reconsideration

Q2Administrators, LLC
 Dr. Hugh Thompson (D993211724)
 Services on 1/1/99-6/20/02

October 5, 2007

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yr	HICN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Pa#	Prov Amt
99	250405289A	GAINEY, EDWARD	830299201275660	7/15/1999	7/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$80.32
99	250405289A	GAINEY, EDWARD	830299204084420	7/19/1999	7/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$94.09
99	250405289A	GAINEY, EDWARD	830299214192800	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$275.82
99	250405289A	GAINEY, EDWARD	830299214192810	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$29.26
99	250405289A	GAINEY, EDWARD	830299217099980	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$44.15
99	250405855A	YARBORO, SARA W	830299077078310	3/15/1999	3/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$195.82
99	250406172A	MOODY, ARLIE L	830299357390760	12/7/1999	12/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$16.54
99	250406456B	AARON, LULA M	830299159082880	6/4/1999	6/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$49.50
99	250406456B	AARON, LULA M	830299159082890	6/4/1999	6/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$295.91
99	250407149A	BOSTON, LUEBIRDIE L	830299048084640	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$219.78
	250407407A	JACKSON, ANNIE M	830299095117830	3/31/1999	3/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$219.78
	250407407A	JACKSON, ANNIE M	830299132075000	5/7/1999	5/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$168.16
999	250407407A	JACKSON, ANNIE M	830299132075010	5/7/1999	5/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$34.97
999	250407407A	JACKSON, ANNIE M	830299147101320	5/21/1999	5/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$29.26
999	250407407A	JACKSON, ANNIE M	830299214192820	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$69.92
999	250407407A	JACKSON, ANNIE M	830299214192830	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$31.35
999	250407407A	JACKSON, ANNIE M	830299214192840	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$0.34
999	250407407A	JACKSON, ANNIE M	830299214192850	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$44.36
999	250407407A	JACKSON, ANNIE M	830299223096560	8/5/1999	8/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$44.36
999	250407407A	JACKSON, ANNIE M	830299263228800	9/15/1999	9/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$29.26
999	250407480A	BRYANT, EMMETT L	830299120086650	4/28/1999	4/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$75.93
999	250407480A	BRYANT, EMMETT L	830299123113570	4/29/1999	4/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$75.93
999	250407480A	BRYANT, EMMETT L	830299123113580	4/30/1999	4/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$75.93
999	250407480A	BRYANT, EMMETT L	830299123113590	5/2/1999	5/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$71.64
999	250407480A	BRYANT, EMMETT L	830299123113600	5/1/1999	5/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$71.64
999	250407480A	BRYANT, EMMETT L	830299125096190	5/3/1999	5/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$71.64
999	250407480A	BRYANT, EMMETT L	830299193090750	7/8/1999	7/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$29.45
999	250407480A	BRYANT, EMMETT L	830299193090760	7/8/1999	7/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$1.90
999	250407480A	BRYANT, EMMETT L	830299193090770	7/8/1999	7/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$29.45
1	250407480A	BRYANT, EMMETT L	830299193090780	7/8/1999	7/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$1.90
1	250407480A	BRYANT, EMMETT L	830299193090790	7/7/1999	7/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$31.35
999	250407480A	BRYANT, EMMETT L	830299195080210	7/9/1999	7/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$31.35
999	250409453B	LAWSON, ELIZABET	830299214082620	2/5/1999	2/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$53.88
999	250409453B	LAWSON, ELIZABET	830299263228810	2/5/1999	2/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$1.23
999	250409487A	BOSTON, NATHANIE	830299033116220	1/21/1999	1/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$64.43
999	250409487A	BOSTON, NATHANIE	830299033116230	1/21/1999	1/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$3.70
999	250409487A	BOSTON, NATHANIE	830299033116240	2/1/1999	2/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$22.28
999	250409487A	BOSTON, NATHANIE	830299141074320	5/17/1999	5/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$295.91
999	250409487A	BOSTON, NATHANIE	830299320248190	11/8/1999	11/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$47.70
999	250425075B	BONAPARTE, LULA M	830299204084430	7/19/1999	7/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$93.00
999	250425075B	BONAPARTE, LULA M	830299209128460	7/19/1999	7/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$295.91
999	250425515A	SPIVEY, EUDORA	830299019115680	1/12/1999	1/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$76.81
999	250425515A	SPIVEY, EUDORA	830299019115690	1/13/1999	1/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA		\$73.11

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Year	HICN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Am
1999	250425515A	SPIVEY, EUDORA	830299019115700	1/14/1999	1/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$1.16
1999	250425515A	SPIVEY, EUDORA	830299019115710	1/14/1999	1/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.14
1999	250425515A	SPIVEY, EUDORA	830299019115720	1/15/1999	1/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$1.79
1999	250425515A	SPIVEY, EUDORA	830299019115730	1/15/1999	1/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	250425515A	SPIVEY, EUDORA	830299216100710	7/29/1999	7/29/1999	D983211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	250429959D	LIDE, KATIE	830299118096340	4/21/1999	4/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250485310A	THOMPSON, ALTON E	830299125096220	5/3/1999	5/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$324.62
1999	250485718A	WILLIAMS, LEVERN C	830299239097180	8/23/1999	8/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	250486368A	YOUNG, SARAH	830299181147630	6/22/1999	6/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$48.57
1999	250486924A	PINCKNEY, ALPHONSO J	830299214192870	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250487967A	COOK, NAOMI	830299181147650	6/24/1999	6/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$456.22
1999	250488850A	HUNTER JR, JAYGULE J	830299141074360	5/17/1999	5/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250525469A	NESBITT, JERRY F	830299251289460	8/26/1999	8/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250525801D	BLACK, MAE B	830299228188500	8/12/1999	8/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.24
1999	250525801D	BLACK, MAE B	830299228188510	8/12/1999	8/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	250525801D	BLACK, MAE B	830299228188520	8/12/1999	8/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	250525801D	BLACK, MAE B	830299239097190	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250540805A	BYRD, SADIE O	830299040074460	2/4/1999	2/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.48
1999	250540805A	BYRD, SADIE O	830299152249140	5/26/1999	5/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.15
1999	250540805A	BYRD, SADIE O	830299214192890	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.92
1999	250540805A	BYRD, SADIE O	830299214192900	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	250541718A	HARRISON, SAM	830299040074470	2/8/1999	2/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	250544231A	JORDAN, WILLIE M	830289225231350	8/9/1999	8/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$84.71
1999	250544231A	JORDAN, WILLIE M	830299232102290	8/8/1999	8/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250544617A	CAMPBELL, MOLLY J	830299214082640	2/4/1999	2/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	250544617A	CAMPBELL, MOLLY J	830299214082650	2/5/1999	2/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	250544617A	CAMPBELL, MOLLY J	830299214082660	2/6/1999	2/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	250544617A	CAMPBELL, MOLLY J	830299214082670	2/7/1999	2/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	250559889A	ASKINS, DEXTER	830299179247640	5/5/1999	5/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.38
1999	250559889A	ASKINS, DEXTER	830299230104900	7/8/1999	7/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.69
1999	250559889A	ASKINS, DEXTER	830299230104910	7/11/1999	7/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.07
1999	250559889A	ASKINS, DEXTER	830299230104920	8/12/1999	8/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.69
1999	250567511A	SMITH, FANNIE M	830299125096260	5/3/1999	5/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$138.52
1999	250567902C1	MC FARLAND, KIMBERLY A	830299263226220	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250568132A	JACOBS, MACK	830299040074490	2/3/1999	2/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$167.09
1999	250568210A	SUGGS, PEGGY A	830299263229020	9/10/1999	9/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.77
1999	250568271A	LOGAN, NETTIE	830299223096870	3/4/1999	3/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.07
1999	250568271A	LOGAN, NETTIE	830299223096880	6/3/1999	6/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.69
1999	250569522A	KIRVEN, MILDRED W	830299075090430	3/8/1999	3/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$33.14
1999	250569522A	KIRVEN, MILDRED W	830289075090440	3/8/1999	3/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$2.92
1999	250569522A	KIRVEN, MILDRED W	830299082104910	3/16/1999	3/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$36.06
1999	250569665A	COX, JUDITH	830200007252760	12/17/1999	12/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.58
1999	250569665A	COX, JUDITH	830299337281070	11/29/1999	11/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$49.98

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1999	250589665A	COX, JUDITH	830299343265290	12/3/1999	12/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$82.15
1999	250589665A	COX, JUDITH	830299343265300	11/29/1999	11/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$27.35
1999	250589665A	COX, JUDITH	830299357390840	12/13/1999	12/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
1999	250582856A	PRESTON, MARIE	830299223095940	8/4/1999	8/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$13.00
1999	250588274A	BOYKIN, LULAMAE	830299183090770	6/28/1999	6/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	250588274A	BOYKIN, LULAMAE	830299183090780	6/28/1999	6/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	250588274A	BOYKIN, LULAMAE	830299183090790	6/28/1999	6/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250588405A	JACOBS, JAMES	830299127096290	5/5/1999	5/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$280.95
1999	250589322A	PERKINS, RUBY O	830199272033110	9/7/1999	9/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.18
1999	250589322A	PERKINS, RUBY O	830199272033120	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.18
1999	250589322A	PERKINS, RUBY O	830199272033130	9/9/1999	9/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.18
1999	250589511D	JAMES, ROSETTA	830299201275720	7/16/1999	7/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	250589511D	JAMES, ROSETTA	830299204084470	7/16/1999	7/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250589511D	JAMES, ROSETTA	830299252090210	8/30/1999	8/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.24
1999	250589714A	JACOBS, ROSA L	830299341273290	12/3/1999	12/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$173.57
1999	250602608A	POWELL, GLEN L	830299225231380	8/2/1999	8/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.26
1999	250603056A	PEOPLES, WILLARD P	830299216108730	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$11.91
1999	250603056A	PEOPLES, WILLARD P	830299216108740	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$16.33
1999	250603056A	PEOPLES, WILLARD P	830299217100030	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	250603056A	PEOPLES, WILLARD P	830299225231370	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250604069A	JAMES, NORTON	830299214192950	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	250604069A	JAMES, NORTON	830299217100040	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250605109A	SMALLS, EULA M	830299336251680	11/30/1999	11/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	250606166A	OAKLEY, JAMES	830199176035580	2/24/1999	2/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$23.10
1999	250606166A	OAKLEY, JAMES	830199355046990	1/20/1999	1/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$36.58
1999	250606166A	OAKLEY, JAMES	830299022108490	1/21/1999	1/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$19.50
1999	250606166A	OAKLEY, JAMES	830299061328500	2/24/1999	2/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$252.72
1999	2506068527A	MILLER, MARYBROA	830299047113810	2/11/1999	2/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$347.14
1999	250820107A	HAM, JOHNNY	830299333211200	11/23/1999	11/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
1999	250621726A	JOHNSON, WILLIE L	830299120086680	4/28/1999	4/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$244.15
1999	250621926A	JERRY, ANNIE M	830299145097210	5/20/1999	5/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250621926A	JERRY, ANNIE M	830299145097220	5/20/1999	5/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	250622293D	ERVIN, JESSIE B	830299201275750	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250645074A	WRIGHT, JANIE L	830299232102300	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.24
1999	250645074A	WRIGHT, JANIE L	830299237110810	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	250645074A	WRIGHT, JANIE L	830299315269030	11/1/1999	11/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
1999	250645160A	LUCKY, WOODROW	830299308239960	10/18/1999	10/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
1999	250646767A	OWENS, ELIZABET	830299216108800	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250647154A	WEATHERFORD, IRENE	830199355047120	8/30/1999	8/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.48
1999	250647154A	WEATHERFORD, IRENE	830199355047130	9/1/1999	9/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$36.58
1999	250647154A	WEATHERFORD, IRENE	830199355047140	8/31/1999	8/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$36.58
1999	250647154A	WEATHERFORD, IRENE	830299252090260	9/1/1999	9/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$1.90
1999	250647154A	WEATHERFORD, IRENE	830299259071990	8/31/1999	8/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35

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 Services on 1/1/99-6/20/02

October 5, 2007

Year	HICN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
1999	250647154A	WEATHERFORD, IRENE	830299259072000	8/30/1999	8/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.80
1999	250647154A	WEATHERFORD, IRENE	830299259072010	9/1/1999	9/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.45
1999	250663081A	HICKMAN, THOMAS H	830199218069950	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$96.40
1999	250663081A	HICKMAN, THOMAS H	830299109092070	4/15/1999	4/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250663081A	HICKMAN, THOMAS H	830299109092080	4/15/1999	4/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	250886264A	THOMPSON, MARY D	830299043080960	2/10/1999	2/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.78
1999	250686264A	THOMPSON, MARY D	830299048084660	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	250686264A	THOMPSON, MARY D	830299062076240	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	250686455A	HALL, KENNETH	830299195080220	7/1/1999	7/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$96.40
1999	250686455A	HALL, KENNETH	830299201275760	7/2/1999	7/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$2.23
1999	250686455A	HALL, KENNETH	830299202077950	7/1/1999	7/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$61.57
1999	250686455A	HALL, KENNETH	830299202077960	7/1/1999	7/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$3.00
1999	250886614D	DELAINE, LIZZIE J	830199189022910	6/15/1999	6/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	250689155A	JACOBS, CARRIELEE	830199211001220	7/13/1999	7/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	250689155A	JACOBS, CARRIELEE	830199211001230	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	250689155A	JACOBS, CARRIELEE	830199211001240	7/12/1999	7/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	250689155A	JACOBS, CARRIELEE	830299061328540	2/25/1999	2/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$52.18
1999	250689155A	JACOBS, CARRIELEE	830299209128550	7/19/1999	7/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.24
1999	250700153A	LAWSON, NETTIE	830299251289060	9/1/1999	9/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.24
1999	250700153A	LAWSON, NETTIE	830299252089280	9/1/1999	9/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	250700153A	LAWSON, NETTIE	830299252089290	9/1/1999	9/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250700167A	HUNTER, GLADYS	830299082105000	3/19/1999	3/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$283.46
1999	250702723A	WILLIAMS, CHARLENA	830299263229040	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$280.95
1999	250703917D	WRIGHT, MARY	830299118096440	4/22/1999	4/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$91.98
1999	250765183A	GREGG, WILHELMEN	830299263229050	9/7/1999	9/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250765666A	ANDREWS, MARILYN M	830299077078320	3/11/1999	3/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	250765666A	ANDREWS, MARILYN M	830299103086380	4/8/1999	4/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$95.38
1999	250765666A	ANDREWS, MARILYN M	830299145097250	5/20/1999	5/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.22
1999	250765666A	ANDREWS, MARILYN M	830299145097260	5/21/1999	5/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.22
1999	250765666A	ANDREWS, MARILYN M	830299155071560	5/31/1999	5/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.74
1999	250765666A	ANDREWS, MARILYN M	830299155071570	5/30/1999	5/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.74
1999	250765666A	ANDREWS, MARILYN M	830299155071580	5/29/1999	5/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.74
1999	250765666A	ANDREWS, MARILYN M	830299155071590	5/28/1999	5/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.74
1999	250765666A	ANDREWS, MARILYN M	830299155071600	5/27/1999	5/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.74
1999	250765666A	ANDREWS, MARILYN M	830299155071610	5/1/1999	5/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.74
1999	250765666A	ANDREWS, MARILYN M	830299326249690	11/11/1999	11/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.07
1999	250765666A	ANDREWS, MARILYN M	830299327268290	11/16/1999	11/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.68
1999	250765666A	ANDREWS, MARILYN M	830299333211220	11/23/1999	11/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
1999	250765666A	ANDREWS, MARILYN M	830299336251690	11/30/1999	11/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.62
1999	250765666A	ANDREWS, MARILYN M	83029933645847D	11/23/1999	11/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.10
1999	250765666A	ANDREWS, MARILYN M	830299341273360	12/2/1999	12/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$48.78
1999	250765666A	ANDREWS, MARILYN M	830299341273370	12/2/1999	12/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.80
1999	250765735A	WATFORD, ROSCOE	830299141074390	5/17/1999	5/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.15

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Year	HICN	Beneficiary Name	OCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
1999	250766200A	GAINNEY, CORA L	830299159083070	6/4/1999	6/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250766200A	GAINNEY, CORA L	830299159083080	6/4/1999	6/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	250766491M	Not Available	830299047113830	2/11/1999	2/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.62
1999	250766491M	Not Available	830299047113840	2/12/1999	2/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	250766491M	Not Available	830299047113850	2/13/1999	2/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	250766491M	Not Available	830299048084690	2/14/1999	2/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	250768296A	ALLEN, DOROTHY A	830299174099340	6/16/1999	6/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	250768357A	MCRAE, GLEN E	830299252090350	9/7/1999	9/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	250781064A	YOUMANS, ELISE W	830299040074550	2/8/1999	2/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$66.85
1999	250781064A	YOUMANS, ELISE W	830299042100330	2/9/1999	2/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
1999	250781064A	YOUMANS, ELISE W	830299046242590	2/10/1999	2/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
1999	250781064A	YOUMANS, ELISE W	830299047113860	2/11/1999	2/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
1999	250781064A	YOUMANS, ELISE W	830299047113870	2/12/1999	2/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
1999	250781064A	YOUMANS, ELISE W	830299047113880	2/13/1999	2/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
1999	250781064A	YOUMANS, ELISE W	830299048084700	2/14/1999	2/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
1999	250781064A	YOUMANS, ELISE W	830299048084710	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
1999	250781064A	YOUMANS, ELISE W	830299054084000	2/18/1999	2/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.32
1999	250781064A	YOUMANS, ELISE W	830299054084010	2/17/1999	2/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
1999	250781064A	YOUMANS, ELISE W	830299062076270	2/17/1999	2/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.48
1999	250781084A	YOUMANS, ELISE W	830299161072690	6/9/1999	6/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	250900937A	FLOWERS, CLAUDE F	839799362002540	12/17/1999	12/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
1999	250926710M	DAVIS, GOLDIE	830299077078330	3/9/1999	3/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	250985898A	LIDE, DORIS D	830299141074410	5/17/1999	5/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251012275D	DRIGGERS, WILMA W	830299181147740	6/25/1999	6/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$124.45
1999	251013492D	HOLLOWAY, MARY G	830299145097340	5/19/1999	5/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$48.57
1999	251039852D	EVANS, CASSIE L	830299281091780	9/24/1999	9/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$164.83
1999	251051267D	GOODSON, FANNIE	830299183090880	6/28/1999	6/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$340.77
1999	251051267D	GOODSON, FANNIE	830299209128580	7/21/1999	7/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$66.96
1999	251058119A	BYRD, EDWARD R	830199069053770	1/7/1999	1/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
1999	251058119A	BYRD, EDWARD R	830199069053780	1/6/1999	1/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
1999	251058119A	BYRD, EDWARD R	830199069053790	1/8/1999	1/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
1999	251058119A	BYRD, EDWARD R	830299008060830	1/6/1999	1/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	251058119A	BYRD, EDWARD R	830299012109150	1/7/1999	1/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	251058119A	BYRD, EDWARD R	830299012109160	1/8/1999	1/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	251058119A	BYRD, EDWARD R	830299012109170	1/9/1999	1/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	251058119A	BYRD, EDWARD R	830299012109180	1/10/1999	1/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
1999	251058119A	BYRD, EDWARD R	830299033116260	1/7/1999	1/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.48
1999	251073538D	CLARKSON, SUE J	830299204084570	7/21/1999	7/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	251073538D	CLARKSON, SUE J	830299209128600	7/21/1999	7/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251073692A	ISGETT, WILLIAM L	830299201275790	7/12/1999	7/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	251073692A	ISGETT, WILLIAM L	830299201275800	7/12/1999	7/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251074089A	CARNES, CLARA	830299161072730	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	251074089A	CARNES, CLARA	830299179247770	6/21/1999	6/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91

Year	HICN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
1999	251074961B	QUATTLEBAUM, SARA	830299189261980	6/30/1999	6/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.04
1999	251074961B	QUATTLEBAUM, SARA	830299189261990	6/30/1999	6/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$124.89
1999	251074961B	QUATTLEBAUM, SARA	830299217100090	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251106688A	RILEY, PIERCE A	830299118096540	4/22/1999	4/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251106688A	RILEY, PIERCE A	830299132075160	5/8/1999	5/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$94.09
1999	251106688A	RILEY, PIERCE A	830299132075170	5/9/1999	5/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$94.09
1999	251106688A	RILEY, PIERCE A	830299138097530	5/10/1999	5/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$13.87
1999	251106688A	RILEY, PIERCE A	830299155071630	5/7/1999	5/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$94.09
1999	251114068A	GATTISON, LEROY	830299025090550	1/19/1999	1/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$26.72
1999	251114068A	GATTISON, LEROY	830299062076290	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	251114068A	GATTISON, LEROY	830299081098390	3/17/1999	3/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.76
1999	251114068A	GATTISON, LEROY	830299223096780	3/18/1999	3/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.07
1999	251114068A	GATTISON, LEROY	830299223096790	4/8/1999	4/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.69
1999	251114068A	GATTISON, LEROY	830299357390990	12/20/1999	12/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$42.85
1999	251169593B	HALL, ORA D	830299077078340	3/11/1999	3/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	251180678D	FOLSOM, DORIS A	830299225231420	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$223.98
1999	251180701A	GALLOWAY, RAYMON R	830200004296450	12/27/1999	12/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.70
1999	251181338A	WILDS, LAURIE	830299103086400	4/7/1999	4/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	251181338A	WILDS, LAURIE	830299109092110	4/18/1999	4/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
1999	251181338A	WILDS, LAURIE	830299110100720	4/17/1999	4/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$75.93
1999	251181338A	WILDS, LAURIE	830299112108730	4/20/1999	4/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.80
1999	251181338A	WILDS, LAURIE	830299112108740	4/19/1999	4/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.80
1999	251181338A	WILDS, LAURIE	830299112108750	4/21/1999	4/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.80
1999	251181338A	WILDS, LAURIE	830299120086720	4/23/1999	4/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.80
1999	251181338A	WILDS, LAURIE	830299120086730	4/22/1999	4/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.80
1999	251181338A	WILDS, LAURIE	830299216108860	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$95.38
1999	251181338A	WILDS, LAURIE	830299217100110	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$519.90
1999	251181364D	MACK, MAMIE	830299152249340	5/27/1999	5/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	251181364D	MACK, MAMIE	830299159083120	6/2/1999	6/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251181832A	NERO, ROSENA	830299166088120	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	251181832A	NERO, ROSENA	830299252090400	9/2/1999	9/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$124.89
1999	251192419A	GURLEY, PEARLENE G	830299225231430	8/2/1999	8/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	251229500A	RIVERS, TECOLA	830299179087060	6/17/1999	6/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$52.25
1999	251229500A	RIVERS, TECOLA	830299181146410	6/22/1999	6/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.18
1999	251229500A	RIVERS, TECOLA	830299181146420	6/23/1999	6/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.18
1999	251231719M	HILTON, GENE	830299147101400	5/24/1999	5/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	251240741D	DUBOSE, CHARLO C	830299109092130	4/16/1999	4/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	251240741D	DUBOSE, CHARLO C	830299252090420	9/1/1999	9/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251240853D	WILSON, ADA	830299103086420	4/7/1999	4/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.64
1999	251240853D	WILSON, ADA	830299103086430	4/8/1999	4/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
1999	251240853D	WILSON, ADA	830299103086440	4/9/1999	4/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
1999	251240853D	WILSON, ADA	830299189262020	6/30/1999	6/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$324.62
1999	251240853D	WILSON, ADA	830299341273480	12/3/1999	12/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$202.80

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Year	HICN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
1999	251240992D	WEATHERFORD, DORIS	830299267111700	9/14/1999	9/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.06
1999	251240992D	WEATHERFORD, DORIS	830299343265460	10/26/1999	10/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$158.98
1999	251240992D	WEATHERFORD, DORIS	830299343265470	11/30/1999	11/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.35
1999	251242301A	WINGATE, ROSALIE	830299225231440	8/2/1999	8/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251243269C1	WELCH, PAULINE	830299099077970	4/7/1999	4/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.38
1999	251243269C1	WELCH, PAULINE	830299147101410	5/24/1999	5/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$223.98
1999	251244459A	HICKS, BENJAMIN	830299155071660	5/28/1999	5/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$254.52
1999	251244459A	HICKS, BENJAMIN	830299183090840	6/25/1999	6/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	251249352A	LANGLEY, LEON H	830299181147820	6/22/1999	6/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251250135M	MUNN, HAZEL	830299189262050	7/6/1999	7/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	251256135M	MUNN, HAZEL	830299193090820	7/6/1999	7/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.76
1999	251256135M	MUNN, HAZEL	830299201275860	7/16/1999	7/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.92
1999	251261349D	CANNON, MAMIE	830299201275870	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$281.75
1999	251261606A	MCDANIEL, BOYD	830299067314420	3/3/1999	3/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$107.68
1999	251261606A	MCDANIEL, BOYD	830299067314430	3/3/1999	3/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$6.94
1999	251262012A	LIGHTY, FOREST	830299265082870	9/3/1999	9/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251262160D	LLOYD, GLADYS	830299181147840	6/16/1999	6/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	251262533A	CARUSO, GINEVRA A	830199112057630	2/11/1999	2/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
1999	251262533A	CARUSO, GINEVRA A	830199118040700	3/30/1999	3/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
1999	251262533A	CARUSO, GINEVRA A	830199118040710	3/31/1999	3/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
1999	251262533A	CARUSO, GINEVRA A	830199118040720	4/1/1999	4/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
1999	251262533A	CARUSO, GINEVRA A	830299039115850	2/3/1999	2/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.94
1999	251262533A	CARUSO, GINEVRA A	830299047113900	2/11/1999	2/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$37.09
1999	251262533A	CARUSO, GINEVRA A	830299090104660	3/30/1999	3/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.18
1999	251262533A	CARUSO, GINEVRA A	830299095117970	3/31/1999	3/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.18
1999	251262533A	CARUSO, GINEVRA A	830299095117980	4/1/1999	4/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.18
1999	251262533A	CARUSO, GINEVRA A	830299120086750	4/26/1999	4/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$36.73
1999	251262533A	CARUSO, GINEVRA A	830299139107920	5/14/1999	5/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.91
1999	251262533A	CARUSO, GINEVRA A	830299139107930	5/13/1999	5/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.76
1999	251262533A	CARUSO, GINEVRA A	830299139107940	5/12/1999	5/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.76
1999	251262533A	CARUSO, GINEVRA A	830299181147850	6/22/1999	6/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$356.05
1999	251262533A	CARUSO, GINEVRA A	830299195080260	7/1/1999	7/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.22
1999	251262533D	LIGHTY, ROSA	830299326249900	11/11/1999	11/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.49
1999	251262568M	BYRD, GEORGE R	830299201275890	7/13/1999	7/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$32.70
1999	251264245A	SPARKS, WALTER W	830299161072810	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	251264441A	HOLLOMAN, PEARLY	830299127096410	5/5/1999	5/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$124.89
1999	251264481A	DUBOSE, BEULAH	830199069053760	1/4/1999	1/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
1999	251265782D	BLACK, DORA D	830299147101420	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$519.90
1999	251265782D	BLACK, DORA D	830299147101430	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	251266069A	ALFORD, HENRY	830299120086770	4/28/1999	4/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
1999	251266069A	ALFORD, HENRY	830299326249920	11/15/1999	11/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.07
1999	251266069A	ALFORD, HENRY	830299333211280	11/22/1999	11/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
1999	251266148A	RICE, FLOSSIE S	830299132075340	5/7/1999	5/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91

Year	HICN	Beneficiary Name	DCN	Front Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
1999	251266148A	RICE, FLOSSIE S	830299201275900	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	251266743D	HAMLIN, SARAH	830299166068140	6/10/1999	6/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	251266743D	HAMLIN, SARAH	830299169106270	6/10/1999	6/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251268510A	THOMPSON, DELL K	830299067314480	3/3/1999	3/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
1999	251269717A	RHODES, PAULINE	830299155071700	6/1/1999	6/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	251269717A	RHODES, PAULINE	830299159083230	6/1/1999	6/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251269717A	RHODES, PAULINE	830299209128720	7/22/1999	7/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$223.98
1999	251285468A	CRIM, DANIEL	830299147101440	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251332698A	SAMUEL, DEBORAH	830299239097220	8/20/1999	8/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$116.78
1999	251367305D	HEATH, DORIS S	830299179247860	6/18/1999	6/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$48.57
1999	251367305D	HEATH, DORIS S	830299189262100	6/30/1999	6/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.80
1999	251367305D	HEATH, DORIS S	830299189262110	6/30/1999	6/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$6.94
1999	251367305D	HEATH, DORIS S	830299189262120	7/1/1999	7/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.80
1999	251367305D	HEATH, DORIS S	830299189262130	7/1/1999	7/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$6.94
1999	251367305D	HEATH, DORIS S	830299225231480	8/5/1999	8/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.80
1999	251367305D	HEATH, DORIS S	830299228188530	8/12/1999	8/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$129.60
1999	251380151A	HORTON, MANNIN M	830299161072900	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.24
1999	251380502A	CARROLL, WHITT	830299217100160	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	251380502A	CARROLL, WHITT	830299301292810	10/26/1999	10/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.07
1999	251403989A	GRAY, MYRA W	830299225231490	8/4/1999	8/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251425078D	SCOTT, MARTHA A	830299169106320	6/10/1999	6/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251426334M	GOODMAN, MARION	830299155111410	6/2/1999	6/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$239.36
1999	251426710A	MCKELVEY, RICHARD	830200011261410	12/27/1999	12/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$26.21
1999	251426710A	MCKELVEY, RICHARD	830299333211310	11/22/1999	11/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$56.68
1999	251427209D	BROWN, MARY	830299161072950	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	251427209D	BROWN, MARY	830299161072960	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251427209D	BROWN, MARY	830299209128750	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	251448568A	THOMPSON, DONALD	830299333211320	11/29/1999	11/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.24
1999	251446568A	THOMPSON, DONALD	830299335095910	11/22/1999	11/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	251448279D	DANIELS, WILHELMIN	830299155071710	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$75.93
1999	251448279D	DANIELS, WILHELMIN	830299155071720	5/26/1999	5/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$75.93
1999	251448300A	WILSON, PAUL W	830299139107990	5/12/1999	5/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251449114A	HAYES, CLEO D	830299201275990	7/15/1999	7/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$30.32
1999	251467565A	LUNN JR, WALTER K	830299152249460	5/27/1999	5/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$96.40
1999	251467565A	LUNN JR, WALTER K	830299155071730	5/28/1999	5/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	251468174A	STOKES, MARGARET	830299225231510	8/11/1999	8/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	251468174A	STOKES, MARGARET	830299225231520	8/11/1999	8/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.24
1999	251468174A	STOKES, MARGARET	830299228188540	8/11/1999	8/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	251468174A	STOKES, MARGARET	830299228188550	8/11/1999	8/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	251468452D	GURLEY, VIRGINIA	830299110100900	4/19/1999	4/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	251468452D	GURLEY, VIRGINIA	830299313272600	11/1/1999	11/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
1999	251468453D	DUBOSE, MARY	830199350066190	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	251469827A	Not Available	830299033116290	1/21/1999	1/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$119.44

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Year	HICN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
1999	251469827A	Not Available	830299033116300	1/21/1999	1/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$3.00
1999	251503980A	WEATHERFORD, SARAH M	830299155071740	6/2/1999	6/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	251503980A	WEATHERFORD, SARAH M	830299201276000	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.71
1999	251504042A	MAYSHACK, DANIEL M	830299239097230	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
1999	251504042A	MAYSHACK, DANIEL M	830299267111820	9/21/1999	9/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	251504042A	MAYSHACK, DANIEL M	830299341273530	11/29/1999	11/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.70
1999	251504212A	ANDERSON, PEGGY C	830299337281140	11/29/1999	11/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.35
1999	251505155A	PARROTT, JAMES	830299252090510	9/1/1999	9/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251506268A	BACOTE, LILLIE M	830299139108020	5/12/1999	5/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251506306A	SPELL, GEORGE A	830299159083310	6/4/1999	6/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$64.71
1999	251506306A	SPELL, GEORGE A	830299174099550	6/17/1999	6/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$127.39
1999	251522380A	COKER, JACK E	830299163091000	6/29/1999	6/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$26.77
1999	251522380A	COKER, JACK E	830299230105150	8/13/1999	8/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.92
1999	251522380A	COKER, JACK E	830299230105160	8/13/1999	8/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.24
1999	251522380A	COKER, JACK E	830299322280900	11/2/1999	11/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
1999	251522380A	COKER, JACK E	830299336251750	11/30/1999	11/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$45.18
1999	251522380A	COKER, JACK E	830299336251760	11/30/1999	11/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	251522380A	COKER, JACK E	830299341273550	11/29/1999	11/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.07
1999	251564127A	HAYES, JANIE C	830199106032730	3/18/1999	3/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.29
1999	251564127A	HAYES, JANIE C	830199116002480	1/5/1999	1/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.49
1999	251564127A	HAYES, JANIE C	830199116002500	3/18/1999	3/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$52.25
1999	251564127A	HAYES, JANIE C	830199116002520	1/5/1999	1/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$52.25
1999	251564127A	HAYES, JANIE C	830199116002550	3/12/1999	3/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.49
1999	251564127A	HAYES, JANIE C	830199116002570	3/12/1999	3/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$52.25
1999	251564127A	HAYES, JANIE C	830199116002580	3/25/1999	3/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$52.25
1999	251564127A	HAYES, JANIE C	830199116002590	3/25/1999	3/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.49
1999	251564127A	HAYES, JANIE C	830199116058770	3/18/1999	3/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$52.25
1999	251564127A	HAYES, JANIE C	830199116058780	3/18/1999	3/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.20
1999	251564127A	HAYES, JANIE C	830199116058850	4/1/1999	4/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.45
1999	251564127A	HAYES, JANIE C	830299179087270	6/11/1999	6/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.62
1999	251564127A	HAYES, JANIE C	830299179087280	6/11/1999	6/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.52
1999	251564127A	HAYES, JANIE C	830299193090850	7/8/1999	7/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.26
1999	251564127A	HAYES, JANIE C	830299214082740	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.62
1999	251564127A	HAYES, JANIE C	830299214082750	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.52
1999	251564127A	HAYES, JANIE C	830299228070210	8/9/1999	8/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.62
1999	251564127A	HAYES, JANIE C	830299228070220	8/9/1999	8/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.52
1999	251564127A	HAYES, JANIE C	830299230105170	7/8/1999	7/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.69
1999	251564127A	HAYES, JANIE C	830299251472070	8/16/1999	8/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$46.10
1999	251564127A	HAYES, JANIE C	830299251472080	8/16/1999	8/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.85
1999	251580079A	COGGESHALL, LOLA B	830299174099630	6/17/1999	6/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$13.00
1999	251580222A	WILLIAMS, ALBERT	830299090104810	3/30/1999	3/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	251580222A	WILLIAMS, ALBERT	830299183091010	6/25/1999	6/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	251580222A	SIMPSON, ANNA C	830299239097240	8/24/1999	8/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14

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Year	HICN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
1999	251581699A	JOE, MARION	830299032064950	1/12/1999	1/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.16
1999	251581699A	JOE, MARION	830299322280910	11/9/1999	11/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.33
1999	251581699A	JOE, MARION	830299335095980	11/16/1999	11/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$37.28
1999	251582147A	SCIPIO, LIDA L	830299120086800	4/27/1999	4/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$288.00
1999	251584588A	POOLE, RUBY M	830299201275700	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.60
1999	251584586A	POOLE, RUBY M	830299201275710	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251584689A	GANDY, ELNORA D	830299118096760	4/21/1999	4/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$258.70
1999	251584689A	GANDY, ELNORA D	830299139108030	5/14/1999	5/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.63
1999	251584736A	LARTS, ELOISE	830299181147990	6/24/1999	6/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251584889A	REYNOLDS, EDWARD	830299090104830	3/29/1999	3/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	251604883A	WEARRING, DOROTHY J	830199090066540	1/7/1999	1/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.29
1999	251604883A	WEARRING, DOROTHY J	830299008060940	1/6/1999	1/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$19.50
1999	251604883A	WEARRING, DOROTHY J	830299012109310	1/7/1999	1/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	251604883A	WEARRING, DOROTHY J	830299343265620	12/6/1999	12/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.70
1999	251620489D2	MITCHELL, VIOLA	830299145097830	5/21/1999	5/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	251620489D2	MITCHELL, VIOLA	830299147101450	5/21/1999	5/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251620884A	ROBINSON, LORA	830299168105590	6/9/1999	6/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251620884A	ROBINSON, LORA	830299237111050	8/10/1999	8/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	251620964A	BARR, MARY L	830299159083370	6/2/1999	6/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$324.62
1999	251621394A	JAMES, SADIE	830299139108040	5/12/1999	5/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$324.62
1999	251623349W	BAILEY, BELLE E	830299152249520	5/10/1999	5/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	251623349W	BAILEY, BELLE E	830299152249530	5/11/1999	5/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	251624337A	COE, ELOISE	830299204084730	7/16/1999	7/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251624437A	MCELVEEN, LEEVANCE	830299145097760	5/20/1999	5/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$324.62
1999	251624437D	MCELVEEN, LOUISE G	830299217100250	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$33.14
1999	251643458B	MCKAY, LOUISE	830299181146880	6/22/1999	6/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	251660305A	SMALL, BOBBIE T	830299263229420	9/9/1999	9/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251661518A	THOMPSON, MARGARET G	830299251289600	8/31/1999	8/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	251661518A	THOMPSON, MARGARET G	830299251289610	8/31/1999	8/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.24
1999	251661518A	THOMPSON, MARGARET G	830299251289620	8/31/1999	8/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	251661518A	THOMPSON, MARGARET G	830299252090530	8/31/1999	8/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251662660A	WILLIAMS, MOZELL J	830299225231540	8/9/1999	8/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	251662660A	WILLIAMS, MOZELL J	830299232102400	8/9/1999	8/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251662681W	MOTLEY, ANGELA	830299259072270	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.02
1999	251662681W	MOTLEY, ANGELA	830299263229430	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251662765A	BLACKMON, ALMA	830299120086810	4/28/1999	4/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	251663651A	JARRELL, JOHNIIE J	830299095118090	4/2/1999	4/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	251663833C1	CURRY, ANNIE L	830299217100260	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251706008B	LYNN, DOROTHY	830299159083460	8/7/1999	8/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	251706689A	KELLEY, SHELTON C	830299225231560	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251767776A	BESS, ELSIE E	830199280001500	8/17/1999	8/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$97.75
1999	251767776A	BESS, ELSIE E	830199291121540	8/17/1999	8/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$97.75
1999	251767776A	BESS, ELSIE E	830299118096830	4/22/1999	4/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$223.98

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Year	HICN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
1999	251767776A	BESS, ELSIE E	830299174099770	6/14/1999	6/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.70
1999	251768494A	Not Available	830299237111110	8/10/1999	8/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251820715A	COLLINS, BOBBY L	830299201276070	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$263.26
1999	251820715A	COLLINS, BOBBY L	830299201276080	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	251821811A	LIGHTY, ELMA	830299077078390	3/12/1999	3/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	251821811A	LIGHTY, ELMA	830299357391170	12/14/1999	12/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.70
1999	251821811A	LIGHTY, ELMA	830299362232780	12/9/1999	12/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.49
1999	251822177A	GIBSON, EVA MAE	830299351264120	12/8/1999	12/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	251824192C6	SUTTON, CHARLES	830299237111150	8/19/1999	8/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	251824192C6	SUTTON, CHARLES	830299237111160	8/19/1999	8/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	251845110A	KISSIAH, DONALD W	830299174099780	6/17/1999	6/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$96.40
1999	251845110A	KISSIAH, DONALD W	830299179248000	6/21/1999	6/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.36
1999	251845110A	KISSIAH, DONALD W	830299179248010	6/21/1999	6/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$13.80
1999	251845110A	KISSIAH, DONALD W	830299179248020	6/18/1999	6/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251845110A	KISSIAH, DONALD W	830299181148050	6/21/1999	6/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	251845110A	KISSIAH, DONALD W	830299228188580	8/12/1999	8/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	251846237A	BROWN, ETHEL G	830299141074670	5/17/1999	5/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251869036A	WASHINGTON, V M	830299189262170	6/30/1999	6/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251882985A	MCCALL, CATHERINE K	830299061329000	2/22/1999	2/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.34
1999	251882985A	MCCALL, CATHERINE K	830299061329010	2/23/1999	2/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.51
1999	251882985A	MCCALL, CATHERINE K	830299061329020	2/24/1999	2/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.51
1999	251882985A	MCCALL, CATHERINE K	830299061329030	2/25/1999	2/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.51
1999	251882985A	MCCALL, CATHERINE K	830299201276110	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$48.57
1999	251885009D	WAITERS, MARY	830299251289770	8/23/1999	8/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$1.57
1999	251886414A	MACK, ETHEL M	830299259072280	9/10/1999	9/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	251886414A	MACK, ETHEL M	830299259072290	9/10/1999	9/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
1999	251886414A	MACK, ETHEL M	830299263229530	9/10/1999	9/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251889613A	HAIRE, JOHN H	830299159083490	6/4/1999	6/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.04
1999	251902212A	GOSS, JEANNE	830299223097140	8/6/1999	8/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	251902212A	GOSS, JEANNE	830299223097150	8/6/1999	8/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.24
1999	251902212A	GOSS, JEANNE	830299223097160	8/6/1999	8/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	251902212A	GOSS, JEANNE	830299232102460	8/6/1999	8/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	251906975A	POSTON, WINDLE W	830299230105290	3/25/1999	3/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.07
1999	251908014A	KETTER, CURLEY	830299168105630	6/14/1999	6/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	251926339A	WEATHERFORD, ERNEST	830199090066520	1/9/1999	1/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.29
1999	251926339A	WEATHERFORD, ERNEST	830199090066530	1/8/1999	1/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.29
1999	251926339A	WEATHERFORD, ERNEST	830299012108410	1/8/1999	1/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$14.06
1999	251926339A	WEATHERFORD, ERNEST	830299252090590	9/7/1999	9/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	251926339A	WEATHERFORD, ERNEST	830299252090600	9/7/1999	9/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$339.50
1999	251927565A	BROWN, WILLIAM	830299193090890	7/6/1999	7/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	251928668D	JOHNSON, LILLIE	830299082105330	3/17/1999	3/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$75.93
1999	251928668D	JOHNSON, LILLIE	830299082105340	3/18/1999	3/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$75.93
1999	251928668D	JOHNSON, LILLIE	830299082105350	3/19/1999	3/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$75.93

Year	HICN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Am'
1999	251928668D	JOHNSON, LILLIE	830299147101460	5/26/1999	5/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.80
1999	251928668D	JOHNSON, LILLIE	830299155111420	5/30/1999	5/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.80
1999	251928668D	JOHNSON, LILLIE	830299155111430	5/29/1999	5/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.80
1999	251928668D	JOHNSON, LILLIE	830299155111440	5/28/1999	5/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.80
1999	251928668D	JOHNSON, LILLIE	830299155111450	5/27/1999	5/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.80
1999	251929415A	MATTHEWS, DEBORAH D	830299244245940	8/25/1999	8/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.71
1999	252184298A	SUMMER, LINDA M	830299259072310	9/9/1999	9/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	253282938D	BOYD, VIVIAN M	830299168105640	6/9/1999	6/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.74
1999	253282936D	BOYD, VIVIAN M	830299259072320	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	255015499D	YOUNG, MATTIE L	830299183091070	6/29/1999	6/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	255015499D	YOUNG, MATTIE L	830299183091080	6/29/1999	6/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.63
1999	255015499D	YOUNG, MATTIE L	830299244245980	8/21/1999	8/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$67.93
1999	255015499D	YOUNG, MATTIE L	830299244245990	8/20/1999	8/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$67.93
1999	255015499D	YOUNG, MATTIE L	830299244246000	8/22/1999	8/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$67.93
1999	255015499D	YOUNG, MATTIE L	830299244246010	8/23/1999	8/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$67.93
1999	255015499D	YOUNG, MATTIE L	830299263229590	9/9/1999	9/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	255526236A	CROCKER, MARION	830299062078490	2/22/1999	2/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	255526236A	CROCKER, MARION	830299138097670	5/10/1999	5/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
1999	256382608A	RAINWATER, JOE	830299232102480	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
1999	256382608A	RAINWATER, JOE	830299251289780	8/31/1999	8/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
1999	257267480D	WARNOCK, SARAH	830299351264150	12/6/1999	12/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	257344639A	SMALL, RALPH H	830199200134320	5/11/1999	5/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.77
1999	259209463A	MATTHEWS, EMILY J	830299217100320	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$124.89
1999	260468460A	GANT, JOE	830299077078420	3/10/1999	3/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
1999	283328964A	ELLIS, ROBERT H	830299054084330	2/19/1999	2/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
1999	283328964A	ELLIS, ROBERT H	830299054084340	2/18/1999	2/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
1999	283328964A	ELLIS, ROBERT H	830299054084350	2/17/1999	2/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
1999	283328964A	ELLIS, ROBERT H	830299062076510	2/17/1999	2/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.48
1999	283328964A	ELLIS, ROBERT H	830299062076520	2/18/1999	2/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.48
1999	283328964A	ELLIS, ROBERT H	830299201276160	7/18/1999	7/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	283328964A	ELLIS, ROBERT H	830299201276170	7/17/1999	7/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	283328964A	ELLIS, ROBERT H	830299201276180	7/16/1999	7/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	283328964A	ELLIS, ROBERT H	830299204084840	7/19/1999	7/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	283328964A	ELLIS, ROBERT H	830299204084850	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	283328964A	ELLIS, ROBERT H	830299204084860	7/21/1999	7/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	283328964A	ELLIS, ROBERT H	830299209129000	7/22/1999	7/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
1999	283328964A	ELLIS, ROBERT H	830299209129010	7/21/1999	7/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$255.30
1999	283328964A	ELLIS, ROBERT H	839799048000920	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
1999	283328964A	ELLIS, ROBERT H	839799048000930	2/16/1999	2/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
1999	307207440A	WARR, MARY	830299067314680	3/3/1999	3/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
1999	309165081D	RADSPINNER, GRACE D	830299313272660	11/1/1999	11/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.33
1999	315096739A	PRICE, JACK W	830299159083530	6/1/1999	6/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	315095739A	PRICE, JACK W	830299161073280	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82

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Year	HICN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt.
999	315095739A	PRICE, JACK W	830299174099890	6/16/1999	6/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.71
999	378467735A	DUCKETT, KATHRYN A	830299106103670	4/14/1999	4/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
999	378467735A	DUCKETT, KATHRYN A	830299189262210	6/30/1999	6/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$13.87
999	400366500A	LYON, ADDISON B	830299189262220	7/2/1999	7/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.77
999	417222997C1	KNIGHT, MAE K	830299123113730	4/27/1999	4/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$96.97
999	417222997C1	KNIGHT, MAE K	830299145097940	5/18/1999	5/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
999	420368438A	BLACKMON, GLADYS C	830199069053860	1/3/1999	1/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
999	420368438A	BLACKMON, GLADYS C	830199092045010	1/2/1999	1/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
999	420368438A	BLACKMON, GLADYS C	830199092045040	1/1/1999	1/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
999	420368438A	BLACKMON, GLADYS C	830299006101840	1/1/1999	1/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$66.22
999	420368438A	BLACKMON, GLADYS C	830299008101850	1/3/1999	1/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
999	420368438A	BLACKMON, GLADYS C	830299007044780	1/4/1999	1/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
999	420368438A	BLACKMON, GLADYS C	830299007044790	1/5/1999	1/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
999	420368438A	BLACKMON, GLADYS C	830299008060970	1/6/1999	1/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
999	420368438A	BLACKMON, GLADYS C	830299040074540	2/3/1999	2/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
999	420368438A	BLACKMON, GLADYS C	830299120088820	4/28/1999	4/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
999	425428381A	EDWARDS, WAYNE	830299174099940	6/16/1999	6/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
999	425428381A	EDWARDS, WAYNE	830299267111960	9/22/1999	9/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
999	433096727D	EASOM, MARY R	830299109092150	4/15/1999	4/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
999	433096727D	EASOM, MARY R	830299159083540	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
999	439180597A	WILSON, OSCAR R	830299109092180	4/15/1999	4/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$280.95
999	452303967A	WALTERS, MARY B	830299152249650	5/26/1999	5/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$519.90
999	479228041A	FRENCH, MARIE M	830299040074650	1/12/1999	1/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
999	479228041A	FRENCH, MARIE M	830299061329180	2/17/1999	2/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$3.00
999	479228041A	FRENCH, MARIE M	830299062076560	2/17/1999	2/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
999	479228041A	FRENCH, MARIE M	830299081098410	2/10/1999	2/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.36
999	486500492A	FREEMAN, CHARLES A	830299179087310	6/10/1999	6/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
999	486500492A	FREEMAN, CHARLES A	830299179087320	6/9/1999	6/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
999	486500492A	FREEMAN, CHARLES A	830299179087330	6/11/1999	6/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
999	486500492A	FREEMAN, CHARLES A	830299214082820	6/2/1999	6/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
999	486500492A	FREEMAN, CHARLES A	830299214082830	6/5/1999	6/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$37.43
999	486500492A	FREEMAN, CHARLES A	830299214082840	6/4/1999	6/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$52.25
999	486500492A	FREEMAN, CHARLES A	830299214082850	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
999	486500492A	FREEMAN, CHARLES A	830299214082860	6/5/1999	6/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$37.43
999	486500492A	FREEMAN, CHARLES A	830299214082870	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
999	498288667A	DURBIN, MARY E	830299147101470	5/22/1999	5/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$48.57
999	504789902A	TRUETT, LEONA M	830299145097950	5/18/1999	5/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
999	507225470A	OLAUSON, MYRTLE L	830299239097300	8/17/1999	8/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$91.98
999	545407390D	BYRD, ELIZABETH W	830299048084590	2/16/1999	2/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
999	545407390D	BYRD, ELIZABETH W	830299183091150	6/29/1999	6/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
999	545407390D	BYRD, ELIZABETH W	830299239097310	8/17/1999	8/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
999	547542876A	JORDAN, CARMEL	830199217002030	1/31/1999	1/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
999	547542876A	JORDAN, CARMEL	830199217002040	1/30/1999	1/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35

Year	HICN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Bill
1999	547542878A	JORDAN, CARMEL	830199217002050	1/29/1999	1/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.16
1999	565583557A	HENDERSON, GEORGIA	830299193090910	7/7/1999	7/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	565583557A	HENDERSON, GEORGIA	830299217100350	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	577400501A	MCCANTS, WILLIE M	830299155071770	6/2/1999	6/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
1999	578289531A	WRIGHT, MAY B	830299204084870	7/16/1999	7/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
1999	578347786A	WEST, RUBY R	830299169106510	6/15/1999	6/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$32.02
1999	578347786A	WEST, RUBY R	830299209129060	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
									\$200,585.56

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Medicare Reconsideration

Q2Administrators, LLC
Dr. Hugh Thompson (D993211724)
Services on 1/1/99-8/20/02

October 5, 2007

PAR	HIGN	Beneficiary Name	OCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
000	054288977A	WILLIAMS, ESSIE	830100336022500	2/8/2000	2/8/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.78
000	054288977A	WILLIAMS, ESSIE	830100336022510	1/18/2000	1/18/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.20
000	056074378A	BAIRD, ALVA	830100140049070	4/14/2000	4/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$48.94
000	056074378A	BAIRD, ALVA	830100140049080	4/14/2000	4/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$3.00
000	056074378A	BAIRD, ALVA	830200047280190	2/14/2000	2/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.22
000	056074378A	BAIRD, ALVA	830200115228140	4/14/2000	4/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
000	056074378A	BAIRD, ALVA	830200158265700	4/14/2000	4/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$14.96
000	056074378A	BAIRD, ALVA	830200194251380	7/7/2000	7/7/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
000	087364023A	DALY, IVAN C	830200118247980	4/14/2000	4/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.81
0000	101388708A	SMITH, ROAE R	830200300270420	10/24/2000	10/24/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
0000	104368745A	FIELDS, LAURA	830200094216810	3/27/2000	3/27/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$55.82
0000	183183566D	WITHERSPOON, ERNESTINE	830200033283240	1/17/2000	1/17/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.94
0000	183183566D	WITHERSPOON, ERNESTINE	830200045241420	1/14/2000	1/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
0000	183183566D	WITHERSPOON, ERNESTINE	830200159234350	6/2/2000	6/2/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
0000	183183566D	WITHERSPOON, ERNESTINE	830200165257450	4/21/2000	4/21/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
0000	183183566D	WITHERSPOON, ERNESTINE	830200196270250	7/7/2000	7/7/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
0000	186248904A	SCHMIDT, JAMES	830100140055530	2/28/2000	2/28/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$3.00
0000	186248904A	SCHMIDT, JAMES	830200075303210	2/28/2000	2/28/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$25.42
0000	239165795D2	RUSS, IRENE H	830200272320960	9/19/2000	9/19/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$55.82
0000	245093590A	GOFF, ELIZABETH T	830200020239720	1/10/2000	1/10/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.49
0000	245093590A	GOFF, ELIZABETH T	830200042319950	2/7/2000	2/7/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
0000	245093590A	GOFF, ELIZABETH T	830200045241440	2/7/2000	2/7/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
0000	245182910D	ISEMAN, CHRISTINE D	830200013290880	1/6/2000	1/6/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.42
0000	245182910D	ISEMAN, CHRISTINE D	830200018284490	1/11/2000	1/11/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.02
0000	245182910D	ISEMAN, CHRISTINE D	830200020239740	1/13/2000	1/13/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.10
0000	245182910D	ISEMAN, CHRISTINE D	830200026214420	1/19/2000	1/19/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$46.05
0000	245182910D	ISEMAN, CHRISTINE D	830200026214430	1/21/2000	1/21/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$54.96
0000	247078063A	LEON, CHARLOTTE A	830200053282120	2/18/2000	2/18/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
0000	247078063A	LEON, CHARLOTTE A	830200082250120	3/13/2000	3/13/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
0000	247078063A	LEON, CHARLOTTE A	830200115228270	4/14/2000	4/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
0000	247078063A	LEON, CHARLOTTE A	830200116248160	4/18/2000	4/18/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$62.53
0000	247078063A	LEON, CHARLOTTE A	830200116248170	4/20/2000	4/20/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$36.05
0000	247078063A	LEON, CHARLOTTE A	830200119243300	4/24/2000	4/24/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.29
0000	247078063A	LEON, CHARLOTTE A	830200122255080	4/26/2000	4/26/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$33.42
0000	247078063A	LEON, CHARLOTTE A	830200126230270	4/28/2000	4/28/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$33.42
0000	247078063A	LEON, CHARLOTTE A	830200126230280	5/1/2000	5/1/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$16.18
0000	247078063A	LEON, CHARLOTTE A	830200202261370	7/14/2000	7/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
0000	247078063A	LEON, CHARLOTTE A	830200213223240	7/14/2000	7/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.60
0000	247078063A	LEON, CHARLOTTE A	830200279279250	10/3/2000	10/3/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
0000	247078063A	LEON, CHARLOTTE A	830200315257780	11/7/2000	11/7/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$19.36
0000	247078063A	LEON, CHARLOTTE A	830200319275020	11/7/2000	11/7/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
0000	247442266A	TAYLOR, BOBBIE E	830200041270900	2/7/2000	2/7/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$6.82
0000	247442266A	TAYLOR, BOBBIE E	830200045241460	2/7/2000	2/7/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$14.05

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0000	247462266A	TAYLOR, BOBBIE E	830200047280260	2/14/2000	2/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
0000	247566138A	MATTOX, SHIRLEY D	830200111262460	4/12/2000	4/12/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
0000	247567428A	WINGATE, EDWARD E	830200293309270	10/17/2000	10/17/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
0000	247584081A	WINDHAM, DORIS L	830200117278860	4/21/2000	4/21/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.10
0000	247584081A	WINDHAM, DORIS L	830200140247800	5/12/2000	5/12/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$55.62
0000	247627151A	PRINCE, BEULAH C	830200308268390	10/31/2000	10/31/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
0000	247868484W	ALLEN, ROSA M	830200074210930	3/6/2000	3/6/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$55.82
0000	248146522A	ODOM, EARLENE H	830200132239850	5/5/2000	5/5/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
0000	248146522A	ODOM, EARLENE H	830201164269030	10/24/2000	10/24/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$145.97
0000	248187512A	DUPREE, PRESTON	830100084062790	1/10/2000	1/10/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$2.28
0000	248187512A	DUPREE, PRESTON	830200035218780	1/10/2000	1/10/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$84.66
0000	248187512A	DUPREE, PRESTON	830200041270910	2/4/2000	2/4/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$156.07
0000	248187512A	DUPREE, PRESTON	830200084225600	3/17/2000	3/17/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.84
0000	248264330D	HOWLE, PHOEBE F	830101269037600	7/21/2000	7/21/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$131.37
0000	248264330D	HOWLE, PHOEBE F	830101269037610	9/12/2000	9/12/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$131.37
0000	248264330D	HOWLE, PHOEBE F	830200208241370	7/24/2000	7/24/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.44
0000	248264330D	HOWLE, PHOEBE F	830200220194850	7/28/2000	7/28/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$25.10
0000	248264330D	HOWLE, PHOEBE F	830200220194860	7/31/2000	7/31/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.91
0000	248264330D	HOWLE, PHOEBE F	830200220194870	7/28/2000	7/28/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
0000	248264330D	HOWLE, PHOEBE F	830200220194880	7/27/2000	7/27/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$26.15
0000	248264330D	HOWLE, PHOEBE F	830200222281010	8/4/2000	8/4/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$25.10
0000	248264330D	HOWLE, PHOEBE F	830200222281020	8/3/2000	8/3/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$37.62
0000	248264330D	HOWLE, PHOEBE F	830200223254810	8/8/2000	8/8/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.21
0000	248264330D	HOWLE, PHOEBE F	830200228247070	8/10/2000	8/10/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.91
0000	248264330D	HOWLE, PHOEBE F	830200229232460	8/11/2000	8/11/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
0000	248264330D	HOWLE, PHOEBE F	830200231220550	8/15/2000	8/15/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.91
0000	248264330D	HOWLE, PHOEBE F	830200234231220	8/17/2000	8/17/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.91
0000	248264330D	HOWLE, PHOEBE F	830200234231230	7/28/2000	7/28/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$3.98
0000	248264330D	HOWLE, PHOEBE F	830200241245840	8/22/2000	8/22/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.91
0000	248264330D	HOWLE, PHOEBE F	830200242282030	8/24/2000	8/24/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$30.96
0000	248264330D	HOWLE, PHOEBE F	830200258250130	9/12/2000	9/12/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
0000	248264330D	HOWLE, PHOEBE F	830200319275170	11/7/2000	11/7/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
0000	248277635M	BLAIR, EVELYN	830200062284100	2/16/2000	2/16/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$14.29
0000	24840487486	DUDLEY, BESSIE	830200139282080	5/16/2000	5/16/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$22.57
0000	24840487486	DUDLEY, BESSIE	830200139282090	5/12/2000	5/12/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
0000	24840487486	DUDLEY, BESSIE	830200144249320	5/18/2000	5/18/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$25.10
0000	24840487486	DUDLEY, BESSIE	830200144249330	5/19/2000	5/19/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.48
0000	24840487486	DUDLEY, BESSIE	830200151322780	5/22/2000	5/22/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$50.21
0000	24840487486	DUDLEY, BESSIE	830200153252570	5/26/2000	5/26/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.48
0000	24840487486	DUDLEY, BESSIE	830200154255750	5/31/2000	5/31/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.30
0000	24840487486	DUDLEY, BESSIE	830200158265960	5/24/2000	5/24/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.10
0000	24840487486	DUDLEY, BESSIE	830200158265970	6/2/2000	6/2/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.48
0000	24840487486	DUDLEY, BESSIE	830200159234530	6/5/2000	6/5/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.30

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sr	HICN	Beneficiary Name	DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
000	248505642A	MACK, MARTHA	830200178227050	6/20/2000	6/20/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.26
000	248682950A	CROSBY, KATHRYN F	830200154255810	5/26/2000	5/26/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
000	248682950A	CROSBY, KATHRYN F	830200158268040	6/2/2000	6/2/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.10
000	248682950A	CROSBY, KATHRYN F	830200159234560	6/5/2000	6/5/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$18.91
000	248682950A	CROSBY, KATHRYN F	830200164212220	6/7/2000	6/7/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.02
000	248682950A	CROSBY, KATHRYN F	830200166248800	6/9/2000	6/9/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.02
000	248682950A	CROSBY, KATHRYN F	830200167270300	6/12/2000	6/12/2000	D983211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.02
000	248682950A	CROSBY, KATHRYN F	830200202261550	7/14/2000	7/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.70
000	249013195A	HUTCHINSON, GLADYS H	830200200265310	6/19/2000	6/19/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.68
2000	249013195A	HUTCHINSON, GLADYS H	830200292273530	10/2/2000	10/2/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$101.95
2000	249036106C5	MIMS, LOUISE	830100269073470	2/3/2000	2/3/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.14
2000	249241239D	GALLOWAY, ELOISE W	830200035218790	1/14/2000	1/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
2000	249241239D	GALLOWAY, ELOISE W	830200252234770	9/5/2000	9/5/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
2000	249241239D	GALLOWAY, ELOISE W	830200272321530	9/2/2000	9/2/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
2000	249241239D	GALLOWAY, ELOISE W	830200276223330	9/5/2000	9/5/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$3.98
2000	249320743A	HUDSON, SARAH F	830200020240440	1/7/2000	1/7/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$48.52
2000	249320743A	HUDSON, SARAH F	830200039241180	1/10/2000	1/10/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$11.27
2000	249320743A	HUDSON, SARAH F	830200094217530	3/24/2000	3/24/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
2000	249563116A	CROSBY, WILLIE D	830200116248500	4/14/2000	4/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$55.70
2000	249564531A	DIALS, RETHA M	830200094217570	3/27/2000	3/27/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
2000	249863280A	RICHARDSON, JEROME	830200265287870	9/12/2000	9/12/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$145.33
2000	249866210A	RANSOM, WANDA J	830200035218620	1/20/2000	1/20/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
2000	250309405A	KING, ROBERT J	830200049222410	2/7/2000	2/7/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$14.29
2000	250342888A	BARFIELD, EMOGENE B	830200045241580	1/14/2000	1/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$142.93
2000	250388156A	COX JR, JOHN	830200096217770	3/31/2000	3/31/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
2000	250886455A	HALL, KENNETH	830200087200080	3/20/2000	3/20/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.49
2000	250766902A	HALL, LUCILLE	830200139282360	5/12/2000	5/12/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
2000	250766902A	HALL, LUCILLE	830200276223890	9/26/2000	9/26/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
2000	250766902A	HALL, LUCILLE	830200293310100	9/26/2000	9/26/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$3.98
2000	250768594A	CANNON JR, LEROY	830200074211700	3/6/2000	3/6/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
2000	250768594A	CANNON JR, LEROY	830200074211710	3/6/2000	3/6/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$310.93
2000	250768594A	CANNON JR, LEROY	830200080225290	3/6/2000	3/6/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$49.83
2000	250768594A	CANNON JR, LEROY	830200084226310	3/7/2000	3/7/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$5.29
2000	250900937A	FLOWERS, CLAUDE F	830200055265840	2/21/2000	2/21/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$22.28
2000	250900937A	FLOWERS, CLAUDE F	830200139282220	5/12/2000	5/12/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
2000	250900937A	FLOWERS, CLAUDE F	830200181268760	6/23/2000	6/23/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
2000	250900937A	FLOWERS, CLAUDE F	830200195276740	6/23/2000	6/23/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.68
2000	250900937A	FLOWERS, CLAUDE F	830200300270800	10/24/2000	10/24/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
2000	250900937A	FLOWERS, CLAUDE F	830200318234290	10/24/2000	10/24/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$101.95
2000	250900937A	FLOWERS, CLAUDE F	839700047003360	2/14/2000	2/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
2000	250900937A	FLOWERS, CLAUDE F	839700047003370	2/14/2000	2/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.34
2000	250900937A	FLOWERS, CLAUDE F	839700055003230	2/21/2000	2/21/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
2000	251074086A	BRUNSON, HUGH H	830200013291500	1/3/2000	1/3/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.24

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000	251074086A	BRUNSON, HUGH H	830200020241100	1/3/2000	1/3/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$49.11
000	251074086A	BRUNSON, HUGH H	830200082250730	3/17/2000	3/17/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
000	251074086A	BRUNSON, HUGH H	830200181268910	6/23/2000	6/23/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
000	251074086A	BRUNSON, HUGH H	830200195277080	6/23/2000	6/23/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.60
000	251074086A	BRUNSON, HUGH H	830200200265600	7/14/2000	7/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$11.91
000	251074086A	BRUNSON, HUGH H	830200202261800	7/14/2000	7/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
000	251074086A	BRUNSON, HUGH H	830200213223590	7/14/2000	7/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$24.95
000	251114068A	GATTISON, LEROY	830200033263360	1/21/2000	1/21/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.54
000	251114068A	GATTISON, LEROY	830200047280580	2/11/2000	2/11/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.89
000	251114068A	GATTISON, LEROY	830200094217970	3/24/2000	3/24/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
2	251114068A	GATTISON, LEROY	830200105247550	3/24/2000	3/24/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$55.93
2	251114068A	GATTISON, LEROY	830200105247560	3/24/2000	3/24/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$5.07
000	251114068A	GATTISON, LEROY	830200115228970	3/27/2000	3/27/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$9.66
000	251180701A	GALLOWAY, RAYMON R	830200041271060	2/4/2000	2/4/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.70
000	251243269C1	WELCH, PAULINE	830200138266330	5/5/2000	5/5/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
000	251243269C1	WELCH, PAULINE	830200151323460	5/5/2000	5/5/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$64.75
000	251426403A	WARD, JOSEPHINE G	830100308047100	9/26/2000	9/26/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
000	251426403A	WARD, JOSEPHINE G	830200272322120	9/19/2000	9/19/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$55.82
000	251426403A	WARD, JOSEPHINE G	830200272322150	9/26/2000	9/26/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$56.34
000	251426403A	WARD, JOSEPHINE G	830200272322160	9/27/2000	9/27/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$11.10
000	251426403A	WARD, JOSEPHINE G	830200278256160	10/2/2000	10/2/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$22.19
000	251426403A	WARD, JOSEPHINE G	830200284316070	10/4/2000	10/4/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$11.10
000	251426403A	WARD, JOSEPHINE G	830200287243610	10/5/2000	10/5/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$22.19
000	251426403A	WARD, JOSEPHINE G	830200290248000	10/9/2000	10/9/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$22.19
000	251426403A	WARD, JOSEPHINE G	830200292274490	10/11/2000	10/11/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$24.17
000	251426403A	WARD, JOSEPHINE G	830200293310250	10/17/2000	10/17/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
000	251448951A	HOWLE, VIRGINIA F	830200166247040	6/9/2000	6/9/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$67.78
000	251448951A	HOWLE, VIRGINIA F	830200187270400	6/12/2000	6/12/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.10
000	251448951A	HOWLE, VIRGINIA F	830200168251280	6/14/2000	6/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$26.18
2	251448951A	HOWLE, VIRGINIA F	830200173236620	6/16/2000	6/16/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$16.18
2	251448951A	HOWLE, VIRGINIA F	830200175242340	6/16/2000	6/16/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
000	251448951A	HOWLE, VIRGINIA F	830200178227200	6/9/2000	6/9/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$13.25
000	251448951A	HOWLE, VIRGINIA F	830200178227210	6/20/2000	6/20/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$26.18
000	251448951A	HOWLE, VIRGINIA F	830200178227220	6/21/2000	6/21/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$26.18
000	251448951A	HOWLE, VIRGINIA F	830200181268800	6/23/2000	6/23/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$26.18
000	251448951A	HOWLE, VIRGINIA F	830200181268810	6/26/2000	6/26/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$26.18
000	251448951A	HOWLE, VIRGINIA F	830200189241040	6/30/2000	6/30/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$26.18
000	251448951A	HOWLE, VIRGINIA F	830200192221550	7/5/2000	7/5/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$18.91
000	251448951A	HOWLE, VIRGINIA F	830200213223630	7/25/2000	7/25/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.26
000	251448951A	HOWLE, VIRGINIA F	830200220196060	7/28/2000	7/28/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$24.02
000	251448951A	HOWLE, VIRGINIA F	830200220196070	7/28/2000	7/28/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13

Medicare Reconsideration

Q2Administrators, LLC
 Dr. Hugh Thompson (D993211724)
 Services on 1/1/99-6/20/02

October 5, 2007

Year	HICM	Beneficiary Name	OCN	From Date	To Date	Prev ID	Prov Name	Group Name	Paid Prov Amt
2000	251448951A	HOWLE, VIRGINIA F	830200220198080	7/27/2000	7/27/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$25.13
2000	251486080D	POWERS, NELLIE D	830200070280990	3/6/2000	3/6/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
2000	251486080D	POWERS, NELLIE D	830200070281000	3/8/2000	3/8/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$24.09
2000	251486080D	POWERS, NELLIE D	830200082250810	3/17/2000	3/17/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$56.34
2000	251486080D	POWERS, NELLIE D	830200082250820	3/20/2000	3/20/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.10
2000	251486080D	POWERS, NELLIE D	830200087200160	3/22/2000	3/22/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.01
2000	251486080D	POWERS, NELLIE D	830200087200200	3/24/2000	3/24/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$33.08
2000	251486080D	POWERS, NELLIE D	830200094218120	3/27/2000	3/27/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$39.87
2000	251486080D	POWERS, NELLIE D	830200094218130	3/29/2000	3/29/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$39.87
2000	251486080D	POWERS, NELLIE D	830200105247670	4/7/2000	4/7/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
2000	251486080D	POWERS, NELLIE D	830200117279230	4/7/2000	4/7/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$75.11
2000	251486080D	POWERS, NELLIE D	830200140247850	5/12/2000	5/12/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
2000	251522380A	COKER, JACK E	830200094218160	3/27/2000	3/27/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$98.51
2000	251522380A	COKER, JACK E	830200094218170	3/30/2000	3/30/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.41
2000	251522380A	COKER, JACK E	830200102226020	4/8/2000	4/8/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$24.02
2000	251522380A	COKER, JACK E	830200105247680	4/12/2000	4/12/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$50.21
2000	251522380A	COKER, JACK E	830200116248770	4/20/2000	4/20/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$36.54
2000	251522380A	COKER, JACK E	830200122255220	4/26/2000	4/26/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$24.02
2000	251522380A	COKER, JACK E	830200353427180	11/7/2000	11/7/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
2000	251821811A	LIGHTY, ELMA	830200293310370	10/17/2000	10/17/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
2000	251821811A	LIGHTY, ELMA	830200300271030	10/24/2000	10/24/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
2000	251889813A	HAIRE, JOHN H	830200035218880	1/14/2000	1/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$6.94
2000	251889813A	HAIRE, JOHN H	830200136198500	5/5/2000	5/5/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
2000	251889813A	HAIRE, JOHN H	830200151323580	5/1/2000	5/1/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.52
2000	280185917D	COMANESCU, STELLA	830200266239670	9/20/2000	9/20/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$56.34
2000	280185917D	COMANESCU, STELLA	830200272322280	9/19/2000	9/19/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
2000	280185917D	COMANESCU, STELLA	830200272322290	9/25/2000	9/25/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.30
2000	280185917D	COMANESCU, STELLA	830200272322300	9/22/2000	9/22/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.30
2000	280185917D	COMANESCU, STELLA	830200272322310	9/27/2000	9/27/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.21
2000	280185917D	COMANESCU, STELLA	830200278266250	10/2/2000	10/2/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$10.00
2000	280185917D	COMANESCU, STELLA	830200279279660	9/29/2000	9/29/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$36.19
2000	280185917D	COMANESCU, STELLA	830200279279670	10/3/2000	10/3/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
2000	280185917D	COMANESCU, STELLA	830200284316130	10/4/2000	10/4/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.86
2000	280185917D	COMANESCU, STELLA	830200287243850	10/5/2000	10/5/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$10.00
2000	280185917D	COMANESCU, STELLA	830200292274920	10/12/2000	10/12/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.86
2000	280185917D	COMANESCU, STELLA	830200292274930	10/13/2000	10/13/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.86
									\$8,235.47

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Department of Health and Human Services
Office of the Secretary

OFFICE OF MEDICARE HEARINGS AND APPEALS
100 SE 2ND Street, 17TH Floor,
Miami, FL 33131
(305) 415 7400
(1-866-632-0382 Toll Free)
(305) 379 6428 Fax

January 22nd, 2008

Attn: Amy H. Geddes
Nexsen Pruet, LLC
1230 Main Street, Suite 700
Columbia SC 29201

Subject: Notice of Decision

Dear Multiple Beneficiaries :

Enclosed is the decision of the Administrative Law Judge (ALJ) on your Medicare appeal. Please carefully review this notice and the attached decision.

Your Appeal Rights

If you do not agree with the ALJ's decision, you may appeal the decision by filing a Request for Review with the Medicare Appeals Council (MAC). Other parties to your appeal and, in some cases, the Centers for Medicare and Medicaid Services (CMS) or its contractors may also ask the MAC to review the ALJ's decision. If no party appeals and the MAC does not review the ALJ's decision at the request of CMS or its contractors, the ALJ's decision is binding on all parties. You will have no right to ask a federal court to review the ALJ's decision.

If you are not already represented, you may appoint an attorney or other person to represent you in any filings or proceedings before the MAC. Legal aid groups may provide legal services at no charge. If you or your representative have not completed or submitted an Appointment of Representative form, please contact the MAC for further instructions or to obtain a form.

What to Include in Your Request for Review

Your appeal must identify the parts of the ALJ's decision with which you disagree, and explain why you disagree. For example, if you believe that the ALJ's decision is inconsistent with a

Exhibit M

statute, regulation, CMS ruling, or other authority, you should explain why the decision is inconsistent with that authority.

You may submit a Request for Review with the MAC in either of the following two ways:

1. Complete and submit the enclosed Request for Review Form (DAB-101).
2. Submit to the MAC a written request that contains all of the following information:
 - The beneficiary's name;
 - The beneficiary's Medicare Health Insurance Claim Number (HICN);
 - The item or service in dispute;
 - The specific date(s) the item(s) or service(s) were provided;
 - The date of the ALJ decision;
 - The ALJ appeal number;
 - The parts of the ALJ's decision with which you disagree and an explanation of why you disagree; and
 - Your name and signature and/or the name and signature of your representative.

Please send a copy of the ALJ's decision with your Request for Review.

When and Where to File the Request for Review

You must submit your request to the MAC within ~~sixty~~ (60) days of receipt of this notice. The MAC will assume you received this notice five (5) days after the date indicated at the top of this notice unless you show that you received this notice at a later date. If you file your Request for Review late, you must establish that you had good cause for submitting the request late.

Your Request for Review should be mailed to:

Department of Health and Human Services
Departmental Appeals Board
Medicare Appeals Council, MS 6127
Cohen Building Room G-644
330 Independence Ave., S.W.
Washington, D.C. 20201

Alternatively, you may fax your request to (202) 365-0227. If you send a fax, please do not also mail a copy. *You must always send a copy of your Request for Review to the other parties to your appeal.* If you do not have the addresses of the other parties, please contact our office.

What Procedures Apply to the MAC's Review of Your Appeal

The Medicare regulations at 42 C.F.R. Part 405, Subpart I, apply to this case.

How the MAC May Respond to Your Request for Review

The MAC will limit its review to the issues raised in the appeal, unless the appeal is filed by an unrepresented beneficiary. The MAC may change the parts of the ALJ's decision that you agree with. The MAC may adopt, change, or reverse the ALJ's decision, in whole or in part, or it may send the case back to an ALJ for further action. The MAC may also dismiss your appeal.

Where to Obtain Additional Information About the MAC

Additional information about the MAC is available on the Departmental Appeals Board's website at <http://www.hhs.gov/dab/reconsiderationqic.html>. You can also obtain additional information by contacting the MAC at (202) 565-0100.

Questions About the Decision

If you would like additional information concerning the attached decision, please call or write this office.

Sincerely,

Don W. Joe
Administrative Law Judge
Southern Field Office

Enclosures:

Form OMHA-152, Decision
Form OMHA-156, Exhibit List
Form DAB-101, Request for Review

cc:

Q2Administrators
P.O.Box 183092
Columbus OH 43218-3092

Palmetto GBA
P.O.Box 100190,
Columbia South Carolina 29202-3190

LIST OF EXHIBITS

FIRST CHOICE HEALTHCARE, PC	Multiple of 169
	(Beneficiary—leave blank if same as appellant)
BEFORE: Judge Joe	HICN: Multiple of 169
(Administrative Law Judge)	(Health Insurance Claim Number)
SOUTH 1-192761454	MAS No.1-214602021
(CMS Contractor that issued reconsideration determination or fair hearing decision)	(Appeal Number)

MASTER EXHIBIT LIST

EXHIBIT NUMBER	DESCRIPTION	NUMBER OF PAGES
1	PROCEDURAL DOCUMENTS	92
	Statement of The Case	86-92
	Letter Asking To Review Overpayment dated 8/9/02	83-84
	List of Claims dated 4/24/07	63-82
	Letter Explaining Dr. Hugh Thompson Case dated 5/17/07	60-62
	Overpayment Letter dated 5/30/07	55-59
	Request for Re Determination dated 6/15/07	54-57
	Approval Letter to Reinstate License dated 6/20/07	53
	Review Findings for Dr. Hugh Thompson dated 6/27/07	51-52
	Appeals Documentation Request dated 7/9/07	47-50
	Re Determination Decision dated 7/23/07	37-46
	Supplemental Request dated 7/25/07	31-36
	Appointment of Rep Form dated 8/7/07	28-30
	Reconsideration Request dated 8/10/07	26-27
	Re Determination Case Request dated 8/20/07	24-25
	Affidavit from Tim Hewson dated 9/28/07	21-23
	Reconsideration Decision dated 10/5/07	11-20
	ALJ Request dated 10/18/07	1-10
2	Provider Enrollment Application Form	36



U.S. Department of Health and Human Services
OFFICE OF MEDICARE HEARINGS AND APPEALS
Southern Region
Miami, Florida

Appeal of: First Choice Healthcare	ALJ Appeal No.: 1-214602021
Beneficiary: Multiple (See Attached List)	Medicare Part B
HICN: Multiple (See Attached List)	Before: Don W. Joe U.S. Administrative Law Judge

DECISION

After carefully considering the evidence and arguments presented in the record, a **FULLY FAVORABLE** decision is entered for appellant.

PROCEDURAL HISTORY

First Choice Healthcare (appellant) was appealing an overpayment determination by Medicare. A redetermination hearing upheld the overpayment decision. The appellant then submitted a request for a reconsideration hearing. A Qualified Independent Contractor (QIC) issued a reconsideration decision regarding the appellant's claim.¹

The QIC reviewed the claim and found that appellant incorrectly billed Medicare for date(s) of service April 20, 2000-June 20, 2002. The QIC found that the appellant was responsible for returning to Medicare any and all funds Medicare previously paid for the above date(s) of service. The appellant then filed a timely request for a hearing before an Administrative Law Judge (ALJ).²

On a review of the record, the undersigned finds that a decision fully favorable to the Appellant is warranted. As such, the following decision has been issued based on the evidence of record

¹ Exhibit 1

² *Id.*

without holding an oral hearing. See 42 CFR §405.1038. Exhibits 1 and 2 were admitted into evidence.

ISSUES

The general issue is whether payment made under Part B of Title XVIII of the Social Security Act (the Act) to the appellant for the services provided to the beneficiary on April 20, 2000-June 20, 2002 must be returned to Medicare.

FINDINGS OF FACT

The record reflects that the appellant employed Dr. Hugh Thompson to provide physician's services to various patients/beneficiaries for the dates of services at issue in this case.³ The following represents the timeline of events that are relevant to the case at hand:

- On May 31, 1994, the South Carolina Board of Medical Examiners suspended Dr. Hugh Thompson's medical license due to misconduct which involved providing inappropriate prescriptions for his girl-friend at that time.⁴
- On March 31, 1996, Dr. Thompson was excluded from participating in Medicare due to his license being suspended.⁵
- In May 1998, the South Carolina Board of Medical Examiners reinstated Dr. Thompson's medical license.⁶
- Dr. Thompson sought reinstatement into Medicare by contacting Centers for Medicare and Medicaid Services contractor, Palmetto GBA (Palmetto).⁷
- On April 17, 2000, Palmetto issued Dr. Thompson a Medicare provider number.⁸
- Following the assignment of a provider number, Medicare payment of claims was issued to the appellant for services rendered by Dr. Thompson. The dates of service for these claims were from April 20, 2000 to June 20, 2002.⁹ Notice of initial payment is usually sent within 90 days of the date of service.

³ Exhibit 1/22

⁴ Exhibit 1/86

⁵ See Exhibit 1/12

⁶ See *Id.* See also Exhibit 1/22

⁷ Exhibit 1/39

⁸ Exhibit 1/12

⁹ *Id.*

- In 2002, Palmetto informed the appellant that it was investigating a potential overpayment for services provided by Dr. Thompson. The record does not reflect that an actual notice of overpayment determination was sent at this time.¹⁰
- On June 20, 2002, Dr. Thompson was officially reinstated into the Medicare program by the Department of Health and Human Services, Office of Inspector General (OIG).¹¹
- In 2004, the OIG and Department of Justice (DOJ) began an investigation of the appellant regarding Medicare payment of services rendered by Dr. Thompson.¹²
- On May 24, 2004, the appellant met with representatives of the OIG and DOJ. The appellant was informed by Jennifer Aldrich of the DOJ that the government would not pursue any further investigation of the appellant regarding Medicare payment of services rendered by Dr. Thompson.¹³
- On May 30, 2007, Palmetto issued an official notice of overpayment determination letter to the appellant for Medicare payment of services rendered by Dr. Thompson.¹⁴

LEGAL FRAMEWORK

I. ALJ Review Authority

A. Jurisdiction

An individual or an organization that is dissatisfied with the reconsideration of an initial determination is entitled to a hearing before the Secretary of the Department of Health and Human Services (DHHS); however, the appeal must have a sufficient amount in controversy and the request for hearing with DHHS must be filed in a timely manner.¹⁵

In implementing this statutory directive, the Secretary has delegated his authority to administer the nationwide hearings and appeals system for the Medicare program to the Office of Medicare Hearings and Appeals (OMHA).¹⁶ The ALJ's within OMHA issue the final decisions of the Secretary, except for decisions reviewed by the Medicare Appeals Council.¹⁷

¹⁰ See Exhibits 1/22 & 1/83

¹¹ Exhibit 1/53

¹² Exhibit 1/22

¹³ *Id.*

¹⁴ Exhibit 1/56

¹⁵ § 1869(b)(1)(A); 42 U.S.C. § 1395ff(b)(1)(A). See also 42 C.F.R. § 405.1002 – 42 C.F.R. § 405-1054

¹⁶ See 70 Fed. Reg. 36386, 36387 (June 23, 2005)

¹⁷ *Id.*

B. Scope of Review

Under the implementation policy of the United States Department of Health and Human Services, all Medicare Part B claims are governed by the Administrative Law Judge Hearing Procedures outlined in the federal regulations.¹⁸ The ALJ may also, "...decide a case on the record and not conduct an oral hearing if [the appellant] and all the parties indicate in writing that [they] do not wish to appear before the administrative law judge at an oral hearing."¹⁹

C. Standard of Review

"The [Office of Medicare Hearings and Appeals] directs four field offices staffed with Administrative Law Judges who conduct "de novo" hearings."²⁰

II. Principles of Law

A. Statutes and Regulations

Section 1831 of the Act establishes a supplementary insurance program for the aged and disabled. This insurance program, commonly referred to as Part B of Medicare, is financed through premium payments by enrollees together with contributions from funds appropriated by the Federal Government.²¹ The program allows for the reimbursement of physicians' services including surgery, consultation, and office visits.²²

The Act allows the Secretary of the Department of Health and Human Services (DHHS) to exclude various individuals and entities from participating in the Medicare program. The Act states that the Secretary may exclude from Medicare an individual or entity whose medical license has been revoked or suspended by the State licensing authority.²³ In the case of such exclusion, the period of exclusion must be no less than the period during which the individual or entity's license was revoked or suspended by the State licensing authority.²⁴

Section 1870 of the title XVIII of the Social Security Act (the Act) governs situations in which Medicare has discovered that it overpaid providers of services, individuals, or beneficiaries. Section 1870 states that Medicare may recoup overpayment amounts from providers of services,

¹⁸ See 42 C.F.R. § 405.1002 - 42 C.F.R. § 405-1054.

¹⁹ 20 C.F.R. § 404.948(b)(i)

²⁰ 70 Fed. Reg. 36386 (June 23, 2005); See also *In the case of Atlantic Anesthesia Associates, P.C., M.A.C.* (June 17, 2004): "An ALJ qualified and appointed pursuant to the Administrative Procedure Act acts as an independent finder of fact in conducting a hearing pursuant to section 1869 of the Act. This requires *de novo* consideration of the facts and law."

²¹ §1831; 42 U.S.C. 1395j.

²² §1861(q); 42 U.S.C. 1395x(q).

²³ §1128(b)(4); 42 U.S.C. 1320a-7(b)(4).

²⁴ §1128(c)(E); 42 U.S.C. 1320a-7(c)(E)

or individuals; however, Medicare may not recoup an overpayment amount when the provider of services or individual is "without fault."²⁵

The Act and the regulations state that a provider or individual is "without fault" when Medicare's determination "...that more than the correct amount was paid was made subsequent to the third year following the year in which notice was sent to such individual that such amount had been paid."²⁶ The Act and the regulations also state that Medicare may not recover an overpayment from an individual or an individual's heir (via disability and/or railroad retirement payments) who is without fault and "...[a]djustment or recovery would either defeat the purposes of title II (disability insurance) or title XVIII of the Act or be against equity and good conscience."²⁷

The Act explains that recovery of an overpayment is "against equity and good conscience" when the incorrect payment was made for services which are not medically reasonable and necessary and if the overpayment was determined three years after such payment was sent to the individual or provider of services.²⁸ Additionally, the regulations state that an individual is only liable for overpayment amounts to the "...extent that he has benefited from such payment."²⁹

The regulations allow for contractors to revise initial determinations in the case of overpayments years after an initial determination has been made; however, the regulations do not explain how to reconcile this policy with the Act's "without fault" calendar year exception.³⁰

The federal regulations are prescribed by the Secretary of DHHS. Further, DHHS is an executive branch agency.³¹ The Act along with its "without fault" calendar year exception is a Congressional statute that must be followed by DHHS and its administrators. There is no regulation which may override or trump any part of the Social Security Act. Therefore the undersigned finds that the regulation's policy of reopening initial determinations cannot trump the Social Security Act's "without fault" calendar year exception in the case of an overpayment. Consequently the undersigned will apply the Act's "without fault" calendar year exception as relevant in this case.

B. Policy

The Medicare Financial Management Manual (the Manual) attempts to provide guidance on calculating the "without fault" calendar years. The Manual explains that only the year of payment and the year of overpayment determination should be used to calculate the without fault calendar years (the day and month are irrelevant). The Manual provides the following example for reference:

²⁵ See § 1870(b); 42 U.S.C. § 1395gg(b)

²⁶ 42 C.F.R. § 405.350(c). See also § 1870(b); 42 U.S.C. § 1395gg(b)

²⁷ 42 C.F.R. § 405.358 which is incorporated by 42 C.F.R. § 405.356, which is incorporated by 42 C.F.R. § 405.355, which is incorporated by 42 C.F.R. § 405.352

²⁸ § 1870(c); 42 U.S.C. § 1395gg(c)

²⁹ 42 C.F.R. § 405.351

³⁰ See 42 C.F.R. § 405.980

³¹ See § 1871; 42 U.S.C. § 1395hh

"Example 1: On May 9, 2003 Dr. A is notified that he has been paid \$1005.00 for services provided to Mr. Smith, beneficiary. On January 6, 2007 the contractor determines that Dr. A was overpaid for the services to Mr. Smith, beneficiary. The F[iscal] I[ntermediary] or carrier will not recover this overpayment as long as there is no evidence to the contrary because it was determined subsequent to the third year after notification of payment (any determination date later than Jan. 1, 2007 will not be recovered)."³²

Thus, according to the Manual, when calculating calendar years, the day and month should not be considered. Consequently, the fourth year after initial payment notification would represent the year in which the provider or individual is deemed "without fault."

The Manual's application of the "without fault" calendar year exception is suspect. The statute clearly states that a provider or individual is "without fault" when Medicare's determination "...that more than the correct amount was paid was made subsequent to the third year," not the fourth year, "following the year in which notice was sent to such individual that such amount had been paid."³³ Further, the statute states that the Secretary of the Department of Health and Human Services may "reduce such three-year period" under certain circumstances; however, the Secretary may not increase the three-year period.³⁴ While executive branch agencies may interpret Congressional statutes to give affected parties additional leeway or protection, such agencies may not restrict statutes beyond their intended effectiveness.

The undersigned finds that applying the three-year "without fault" calendar year exception during the fourth year after initial payment incorrectly restricts the plain language of the Act. See Mount Sinai Hospital of Greater Miami, Inc. v. Weinberger, 517 F.2d 329, 342 (5th Cir. 1975) (finding in effect a three-year statute of limitation). Per the regulations, the undersigned is not bound by Centers for Medicare and Medicaid Services manuals.³⁵

In its reconsideration decision, the QIC references section 90 of the Manual. There the Manual states that an assessment of culpability must be made in order to determine "without fault" status.³⁶ While this may be an acceptable means to determine when to waive an overpayment, it is not the only manner to determine "without fault" status. The Social Security Act clearly states the following:

"...such provider of services or such other person shall, in the absence of evidence to the contrary, be deemed to be *without fault* if the Secretary's determination that more than such correct amount was paid was made subsequent to the third year following the year in which notice was sent to such individual that such amount had been paid; except that

³² Medicare Financial Management Manual (Publication 100-06), Chapter 3, §§80-80.1

³³ See 42 C.F.R. § 405.350(c). See also § 1870(b); 42 U.S.C. § 1395gg(b)

³⁴ See § 1870(b); 42 U.S.C. § 1395gg(b)

³⁵ 42 C.F.R. §405.1062

³⁶ See Medicare Financial Management Manual (Publication 100-06), Chapter 3, §90

the Secretary may reduce such three-year period to not less than one year if he finds such reduction is consistent with the objectives of this title."³⁷

Consequently, the Act states that a determination of "without fault" status may be made based solely on the three year calendar rule.

ANALYSIS

Having carefully reviewed all of the evidence in the record, the undersigned finds that Medicare may not recoup overpayment funds in this case because the appellant is without fault.

The Act and the regulations state that a provider or individual is without fault when Medicare determines that there is an overpayment three years after it sent notice of the initial payment.

In May 1998, Dr. Thompson's medical license was reinstated. The dates of service at issue were April 20, 2000 to June 20, 2002. Notice of initial payment is usually sent within 60 days of the date of service. Medicare did not send an overpayment notice by July 2003 or September 2005. Even assuming the Medicare Manual policy is correct, Medicare did not send an overpayment notice by July 2004 or September 2006.

There is no allegation that the services provided were medically unreasonable or unnecessary.

On June 20, 2002, Dr. Thompson was officially reinstated into the Medicare program by the Department of Health and Human Services, Office of Inspector General (OIG). Medicare did not send an overpayment notice by June 2005.

On May 24, 2004, appellant met with representatives of the OIG and U.S. Department of Justice. Evidently OIG had actual notice of a potential problem, but Medicare did not send an overpayment notice in 2004.

On May 30, 2007, an official notice of overpayment determination letter was sent.

In this case the overpayment determination was issued too late to recover payment for the dates of service. Notice of the initial payment was sent more than three years prior to the overpayment determination of May 30, 2007. Therefore, the appellant is without fault for the dates of service at issue in this case.

The government had several opportunities to recover the overpayment amount at issue in this case. At each opportunity, various government representatives chose not to pursue the matter.

Adhering to the Social Security Act's "without fault" calendar year exception will ensure that demands for refunds are issued in a fair and timely manner.

³⁷ § 1870(b); 42 U.S.C. § 1395gg(b), emphasis added. Note that the appellant, First Choice Healthcare, P.C., is a partnership corporation and considered an entity or "person" under the law.

For all of the above reasons the undersigned finds that Medicare may not recoup alleged overpayment funds from the appellant for dates of service April 20, 2000-June 20, 2002.

CONCLUSIONS OF LAW

It is the decision of the undersigned Administration Law Judge that the appellant does not have to reimburse Medicare for alleged overpayment amounts represented by date(s) of service April 20, 2000-June 20, 2002. Medicare may not recoup overpayment funds from the appellant for the date(s) of service at issue in this case.

ORDER

The Medicare Contractor is **DIRECTED** to process the claim in accordance with this decision.

SO ORDERED.

Dated: JAN 22 2008



Don W. Joe
U.S. Administrative Law Judge



Department of Health and Human Services
OFFICE OF MEDICARE HEARINGS AND APPEALS
Southern Region
Miami, FL

Appeal of: Pee Dee Health Care, P.A.	ALJ Appeal No: 1-223311931
Beneficiary: Multiple (642)	Medicare Part B
HICN: Multiple (642)	Before: Dean C. Metry U.S. Administrative Law Judge

DECISION

After carefully considering the evidence and arguments presented, an **UNFAVORABLE** decision is entered for the Appellant, Pee Dee Health Care, P.A. (Pee Dee Health).

PROCEDURAL HISTORY

The claim charges were processed and payments were allowed on initial processing. Then on April 24, 2007, TriCenturion, a Centers for Medicare & Medicaid Services Safeguard Contractor, notified the Appellant that a review was completed on claims submitted under provider number D993211724 and group number 1724. TriCenturion determined that the Appellant received payment in error, resulting in an estimated overpayment of \$208,821.03. The dates of service encompassed in this overpayment were January 1, 1999, through November 11, 2000. On May 30, 2007, Palmetto GBA, the Medicare carrier, also informed the Appellant of the above overpayment.

On June 7, 2007, the Appellant, through its attorney, Tony R. Megna, Esq., submitted a Request for Withhold Not to Occur and, Alternatively, Request for Payment Plan. Subsequently, on June 8, 2007, the Appellant requested a redetermination on the initial determination for and notice of overpayment. On July 23, 2007, the carrier, Palmetto GBA, issued an unfavorable decision. In its decision it stated that benefits could not be allowed for the appealed services and the refund action remains in effect.

On August 6, 2007, the Appellant filed an appeal with Q2 Administrators, LLC, a Medicare Qualified Independent Contractor, and on October 5, 2007, the Qualified Independent Contractor rendered an unfavorable decision. It found that the overpayment was valid and will be upheld.

On November 20, 2007, the Appellant filed a request for an Administrative Law Judge hearing. This notice was timely filed and received by the Office of Medicare Hearings and Appeals,

Exh. b. + N

Southern Field Office, on November 21, 2007. The amount in controversy satisfies the jurisdictional requirement for an Administrative Law Judge Hearing pursuant to Title XVIII of the Social Security Act, § 1869(b)(1)(E).

A hearing was held in this matter on February 11, 2007. In attendance was Tony R. Megna, Esq., counsel for the Appellant. Exhibits (1) through (28) were admitted into evidence without objection.

ISSUES

The issue to be determined by the Administrative Law Judge is whether the Appellant was overpaid Medicare benefits under Title XVIII of the Social Security Act for the services provided to multiple beneficiaries from January 1, 1999, through November 11, 2000, by Dr. Hugh Thompson during which time he was excluded from participation in the Medicare program.

If an overpayment is found to exist, the issue is whether waiver of recovery of the Medicare overpayment is permissible pursuant to § 1870 of the Social Security Act. This depends on whether the Appellant was at fault with respect to the overpayment.

FINDINGS OF FACT

1. The amount in controversy meets the jurisdictional requirements for an Administrative Law Judge review, § 1869 (b)(1)(E).
2. On May 31, 1994, the South Carolina Department of Labor, Licensing, and Regulation Board of Medical Examiners, by Final Order, indefinitely suspended Dr. Hugh Smith Thompson's license to practice medicine in the state of South Carolina. The suspension would be stayed and Dr. Thompson's license would be reinstated in a probationary status only after satisfying specified preconditions for reinstatement.
3. On March 31, 1996, the Department of Health and Human Services, Office of Inspector General, excluded Dr. Thompson from the Medicare and state health programs indefinitely as a result of the action taken by the South Carolina Department of Labor, Licensing, and Regulation, and for reasons bearing on professional performance. Dr. Thompson was notified that he would be excluded until the time he requested reinstatement into the Medicare program via the Office of Inspector General.
4. On April 14, 1998, Dr. Hugh Smith Thompson's medical license was reinstated by the South Carolina Department of Labor, Licensing, and Regulation.
5. On May 6, 1998, following a hearing before the South Carolina Board of Medical Examiners on April 14, 1998, Dr. Thompson was approved to work with Dr. Don H. Fowler. This approval was conditional.

6. Dr. Thompson submitted his Medicare Provider/Supplier Enrollment Application-General Application to Palmetto GBA sometime prior to June 12, 1998.
7. In a letter dated June 12, 1998, Palmetto GBA notified Dr. Thompson that some of the information requested in the application was missing. The information being requested was listed on page two of the letter. One of the missing documents requested in the application was a copy of the reinstatement from the Department of Health and Human Services.
8. In a letter dated July 14, 1998, the State of South Carolina, Department of Health and Human Services reinstated Dr. Hugh Smith Thompson into the South Carolina Medicaid Program. The action was retroactive to April 14, 1998, the date that Dr. Thompson's license was reinstated by the South Carolina Board of Medical Examiners.
9. On October 28, 1998, following a hearing before the South Carolina Board of Medical Examiners on October 18, 1998, Dr. Thompson was approved to work with Dr. James D. McInnis. This approval was conditional.
10. In the Medicare Provider Enrollment Application-Individual Reassignment of Benefits dated November 16, 1998, Dr. McInnis certified that Dr. Thompson was eligible to receive assigned Medicare benefits.
11. In a letter dated December 8, 1998, the Palmetto GBA, Health Care Financing Administration notified Dr. Thompson that his enrollment form for Reassignments of Benefits was approved and he was assigned a provider billing number, D993211724. The number was effective retroactively to October 26, 1998.
12. On June 20, 2002, the Department of Health and Human Services, Office of Inspector General notified Dr. Thompson, in a letter, that his request for reinstatement of his eligibility to participate as a provider of services under the Medicare program was approved as of the date of the letter.
13. On August 9, 2002, Dr. Thompson's Medicare Federal Health Care Practitioner Enrollment Application for reactivation was received by the Provider Enrollment Department. In Section 3 of the application, Dr. Thompson acknowledges the exclusion by the Department of Health and Human Services, Office of Inspector General.
14. In a letter dated April 24, 2007, TriCenturion, a Center for Medicare and Medicaid Program Safeguard Contractor, notified the Appellant that a review was completed on claims submitted under provider number D993211724 and group number 1724. As a result of that review, it was determined that the Appellant received payment in error, resulting in an estimated overpayment of \$208,821.03. The dates of service encompassed in this overpayment were January 1, 1999, through November 11, 2000.

15. In a letter dated May 30, 2007, the Appellant was also notified by Palmetto GBA, Medicare Part B Accounts Receivable, that it received Medicare payment in error for dates of service January 1, 1999, through November 7, 2000, resulting in an estimated overpayment of \$208,821.03.
16. This overpayment was due to the Appellant submitting Part B Medicare claims for payment for dates of service January 1, 1999, through November 7, 2000, for services Dr. Thompson performed while excluded from the Medicare program.

LEGAL FRAMEWORK

I. ALJ Review Authority

A. Jurisdiction

Individuals or organizations dissatisfied with the reconsideration of an initial determination are entitled to a hearing before the Secretary of the Department of Health and Human Services provided there is a sufficient amount in controversy and a request for hearing is filed in a timely manner. See Social Security Act § 1869(b)(1)(A).

In implementing this statutory directive, the Secretary has delegated his authority to administer the nationwide hearings and appeals system for the Medicare program to OMHA. See 70 Fed. Reg. 36386, 36387 (June 23, 2005). The Administrative Law Judges within OMHA issue the final decisions of the Secretary, except for decisions reviewed by the Medicare Appeals Council. (Id.)

The request for hearing is timely if filed within sixty days after receipt of the previous determination or decision. See 20 C.F.R. § 404.933(b)(1).

A hearing before an Administrative Law Judge is only available if the remaining amount in controversy is \$110 or more. See 42 C.F.R. § 405.1006(b)(1). The request for hearing is timely filed if filed within sixty days after receipt of the carrier hearing decision. See 42 C.F.R. § 405.855(a)(1).

B. Scope of Review

Under the Centers for Medicare and Medicaid Services' (CMS) implementation policy for the Medicare, Medicaid and SCHIP Benefits Improvement and Protection Act of 2000 (BIPA), Pub. Law 106-554, app. F, 114 Stat. 2763, 2763A-463, and the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (MMA), Pub. Law 108-173, 117 Stat. 2066, all initial determinations by CMS contracted carriers prior to January 1, 2006, are governed by the Administrative Law Judge hearing procedures set forth at 20 C.F.R. § 404.929 through § 404.961 and 42 C.F.R. § 405.855. See 70 Fed. Reg. 11420, 11424-26 (March 8, 2005).

The issues before the Administrative Law Judge include all the issues brought out in the initial determination, redetermination, or reconsideration that were not decided entirely in the Appellant's favor. See 42 C.F.R. § 405.1032(a). However, if evidence presented before or during the hearing causes the Administrative Law Judge to question a favorable portion of the determination, he or she will notify the Appellant before the hearing and may consider it an issue at the hearing. (Id.)

C. Standard of Review

"The [Office of Medicare Hearing and Appeals]... is staff[ed] with Administrative Law Judges who conduct 'de novo' hearings..." 70 Fed. Reg. 36386 (June 23, 2005); see also *In re Atlantic Anesthesia Associates, P.C.*, MAC (June 2004) ("An ALJ qualified and appointed pursuant to the Administrative Procedure Act acts as an independent finder of fact in conducting a hearing pursuant to section 1869 of the Social Security Act. This requires de novo consideration of the facts and law.").

II. Principles of Law

A. Statutes and Regulations

Medicare Part B provides coverage to eligible beneficiaries for all or part of the cost of "medical and other health services," a term which is defined by the Social Security Act as including, among many other things, physician services." Sections 1832(a)(1)(B) and 1861(s)(6) of Title XVIII of the Social Security Act; 42 C.F.R. § 410.10.

CMS enrolls and maintains an active enrollment status for a provider or supplier when that provider or supplier certifies that it meets, and continues to meet, and CMS verifies it meets, and continues to meet, all of the following requirements: (1) compliance with title XVIII of the Social Security Act and applicable Medicare regulations, (2) compliance with Federal and State licensure, certification and regulatory requirements, as required, based on the type of services or supplies the provider or supplier type will furnish and bill Medicare, (3) not employing or contracting with individuals or entities excluded from participation in any Federal health care programs, for the provision of items and services covered under the programs, in violation of section 1128A(a)(6) of the Social Security Act. 42 C.F.R. § 424.520(a).

Exclusions of individuals and entities under this title will be from Medicare, Medicaid and any other Federal health care programs, as defined in §1001.2. 42 C.F.R. § 1001.1901(a).

Unless and until an individual or entity is reinstated into the Medicare, Medicaid and other Federal health care programs in accordance with subpart F of this part, no payment will be made by Medicare, Medicaid or any of the other Federal health care programs for any item or service furnished, on or after the effective date specified in the notice period, by an excluded individual or entity, or at the medical direction or on the prescription of a physician or other

authorized individual who is excluded when the person furnishing such item or service knew or had reason to know of the exclusion. This section applies regardless of whether an individual or entity has obtained a program provider number or equivalent, either as an individual or as a member of a group, prior to being reinstated. 42 C.F.R. § 1001.1901(b)(1).

An excluded individual or entity that submits, or causes to be submitted, claims for items or services furnished during the exclusion period is subject to civil money penalty liability under section 1128A(a)(1)(D) of the Social Security Act, and criminal liability under section 1128B(a)(3) of the Social Security Act and other provisions. In addition, submitting claims, or causing claims to be submitted or payments to be made for items or services furnished, ordered or prescribed, including administrative and management services or salary, may serve as the basis for denying reinstatement into the programs. 42 C.F.R. § 1001.1901(b)(3).

Except as provided in paragraphs (a)(2) and (a)(3) of this section or in § 1001.501(b)(4) of this part, an excluded individual or entity (other than those excluded in accordance with §§ 1001.1001 and 1001.1501) may submit a written request for reinstatement to the OIG only after the date specified in the notice of exclusion. Obtaining a program provider number or equivalent does not reinstate eligibility. 42 C.F.R. § 1001.3001(a)(1).

Upon receipt of a written request, the OIG will require the requestor to furnish specific information and authorization to obtain information from private health insurers, peer review bodies, probation officers, professional associates, investigative agencies and such others as may be necessary to determine whether reinstatement should be granted. 42 C.F.R. § 1001.3001(a)(3).

Failure to furnish the required information or authorization will result in the continuation of the exclusion. 42 C.F.R. § 1001.3001(a)(4).

The OIG will authorize reinstatement if it determines that the period of exclusion has expired, there are reasonable assurances that the types of actions that formed the basis for the original exclusion have not recurred and will not recur, and there is no additional basis under sections 1128(a) or (b) or 1128A of the Act for continuation of the exclusion. 42 C.F.R. § 1001.3002(a)(1). Submitting claims or causing claims to be submitted or payments to be made by the programs for items or services furnished, ordered or prescribed, including administrative and management services or salary, may serve as the basis for denying reinstatement. This section applies regardless of whether an individual or entity has obtained a program provider number or equivalent, either as an individual or as a member of a group, prior to being reinstated. 42 C.F.R. § 1001.3002(a)(2).

In making the reinstatement determination, the OIG will consider whether the individual or entity has, during the period of exclusion, submitted claims, or caused claims to be submitted or payment to be made by any Federal health care program, for items or services the excluded

party furnished, ordered or prescribed, including health care administrative services. 42 C.F.R. § 1001.3002(b)(6).

If the OIG grants a request for reinstatement, the OIG will (1) give written notice to the excluded individual or entity specifying the date of the reinstatement, (2) notify CMS of the date of the individual's or entity's reinstatement, (3) notify appropriate Federal and State agencies that administer health care programs that the individual or entity has been reinstated into all Federal health care programs, and (4) to the extent applicable, give notice to others that were originally notified of the exclusion. 42 C.F.R. § 1001.3003(a).

If a request for reinstatement is denied, OIG will give written notice to the requesting individual or entity. 42 C.F.R. § 1001.3004(a).

The OIG may impose a penalty and assessment against any person whom it determines in accordance with this part has knowingly presented, or caused to be presented, a claim which is for an item or service for which the person knew, or should have known, that the claim was false or fraudulent, including a claim for any item or service furnished by an excluded individual employed by or otherwise under contract with that person; or an item or service furnished during a period in which the person was excluded from participation in the Federal health care program to which the claim was made. 42 C.F.R. § 1003.102(a)(2) and (a)(3).

Section 1870 of the Social Security Act entitled Overpayment on Behalf of Individuals and Settlement of Claims for Benefits on Behalf of Deceased Individuals states, in pertinent part, that:

(a) Any payment under this title to any provider of services or other person with respect to any items or services furnished any individual shall be regarded as a payment to such individual.

(b) Where—

(1) more than the correct amount is paid under this title to a provider of services or other person for items or services furnished an individual and the Secretary determines (A) that, within such period as he may specify, the excess over the correct amount cannot be recouped from such provider of services or other person, or (B) that such provider of services or other person was without fault with respect to the payment of such excess over the correct amount.

Section 1128 of the Social Security Act entitled Exclusion of Certain Individuals and Entities from Participation in Medicare and State Health Care Programs states, in pertinent part, that:

(b) Permissive Exclusion—The Secretary may exclude the following individuals and entities from participation in any Federal health care program (as defined in 1128B(f)):

(4) License revocation or suspension. --Any individual or entity--

(A) whose license to provide health care has been revoked or suspended by any State licensing authority, or who otherwise lost such a license or

the right to apply for or renew such a license, for reasons bearing on the individual's or entity's professional competence, professional performance, or financial integrity,

(g) Application for Termination of Exclusion.

(1) An individual or entity excluded (or directed to be excluded) from participation under this section or section 1128A may apply to the Secretary, in the manner specified by the Secretary in regulations and at the end of the minimum period of exclusion provided under subsections (c)(3) and at such other times as the Secretary may provide, for termination of exclusion effected under this section or section 1128A.

42 C.F.R. § 405.98(b) discusses the time frames and requirements for reopening initial determinations and redeterminations initiated by a contractor. It states, in pertinent part, that:

A contractor may reopen and revise its initial determination or redetermination on its own motion—

(3) At any time if there exists reliable evidence as defined in § 405.902 that the initial determination was procured by fraud or similar fault as defined in § 405.902.

42 C.F.R. § 405.1062 provides that Administrative Law Judges will give substantial deference to Local Coverage Determinations (LCDs), Local Medical Review Policies (LMRPs), or Center for Medicare Services (CMS) program guidance if they are applicable. An explanation in the decision is required if the judge does not follow these policies.

B. Policy and Guidance

In the Center for Medicare and Medicaid Services' Internet Only Manual, Publication 100-06, Chapter 3, Section 90, which discusses provider liability for overpayments, it states, in pertinent part:

A provider is liable for overpayments it received unless it is found to be without fault. The fiscal intermediary or carrier, as applicable, makes this determination. The fiscal intermediary or carrier considers a provider without fault, if it exercised reasonable care in billing for, and accepting, the payment; i.e.,

- It made full disclosure of all material facts; and
- On the basis of the information available to it, including, but not limited to, the Medicare instructions and regulations, it had a reasonable basis for assuming that the payment was correct, or, if it had reason to question the payment; it promptly brought the question to the fiscal intermediary or carrier's attention.

ANALYSIS

The Administrative Law Judge conducted a de novo review of the evidence and heard testimony regarding whether the Appellant is liable for an overpayment in the amount of \$208,821.03. After a review of the evidence in the record, it is the decision of the undersigned that an overpayment does exist and the Appellant should be held liable for the entire amount at issue.

In a letter dated April 24, 2007, TriCenturion, a Centers for Medicare and Medicaid Program Safeguard Contractor, notified the Appellant that a review was completed on claims submitted under provider number D993211724 and group number 1724. As a result of that review, it was determined that the Appellant received payment in error, resulting in an estimated overpayment of \$208,821.03. The dates of service encompassed in this overpayment were January 1, 1999, through November 11, 2000.

This overpayment to the Appellant was a result of Dr. Thompson being in their employ and providing services that resulted in the submission of claims for Medicare payment while he was excluded from the Medicare program by the Office of Inspector General. Dr. Thompson was excluded indefinitely from the Medicare program after having his license suspended indefinitely by the South Carolina Department of Labor, Licensing, and Regulation Board of Medical Examiners. He was notified, in writing, of this exclusion and that reinstatement into the Medicare program would have to be requested through the Office of Inspector General. Upon the conditional reinstatement of his license by the South Carolina Department of Labor, Licensing, and Regulation Board of Medical Examiners, Dr. Thompson became employed by the Appellant. Dr. Thompson informed the Appellant of the suspension of his license.

Counsel for the Appellant articulates several arguments for his client. First, the Appellant had no knowledge whatsoever, directly or indirectly, that Dr. Thompson was excluded from the Medicare program, nor did they have any information that would indicate that Dr. Thompson was excluded from the Medicare program during the time that it employed him. The Appellant had no reason to know that Dr. Thompson was actually excluded from the Medicare program during the dates in question.

The undersigned does not find this argument persuasive. In order for the Appellant to receive payment from Medicare for services rendered, it is required to follow, and has constructive notice of, the conditions for payment described in 42 C.F.R. § 424. Specifically, that as a condition of payment, a provider cannot employ an individual who has been excluded from participation in any Federal health care programs. 42 C.F.R. § 424.520(a)(3). The Appellant had a duty of due diligence to inquire about whether or not Dr. Thompson was excluded from the Medicare program. The Appellant knew that Dr. Thompson's license was suspended indefinitely and that he received a conditional reinstatement after four years. This suspension would indicate that he may be excluded in the Federal programs. Additionally, in order for the Appellant to be paid for Dr. Thompson's services, numerous applications had to be completed.

The applications inquired about any exclusions or sanctions that Dr. Thompson may have experienced. Furthermore, information regarding Dr. Thompson's exclusion could have easily been found by calling the Office of Inspector General or visiting their web-site which lists excluded individuals and entities.

Second, collection of the overpayment is barred by Title XI, Section 1128A(c)(1) of the Social Security Act, which discusses civil monetary penalties. This section states, in pertinent part, that the Secretary may not initiate an action under this section with respect to any claim, request for payment, or other occurrence as described in this section later than six years after the date the claim was presented, the request for payment was made, or the occurrence took place.

The undersigned does not find this argument persuasive. The section of the Social Security Act referred to by counsel applies solely to civil penalties. In order for a civil penalty to be imposed, it must be done no later than six years from the date the claim was presented, the request for payment was made, or the occurrence took place. In the instant case, no civil penalties have been imposed. The overpayment is based solely on the payments made by Medicare while Dr. Thompson was excluded from the program. Additionally, 42 C.F.R. § 405.980 allows initial determinations and redeterminations to be reopened at any time when reliable evidence exists that the determination was procured by fraud or similar fault.

Third, the Appellant is not at fault as defined by 42 C.F.R. § 408.902. There is no evidence that the Appellant had any knowledge, however defined, that Dr. Thompson had been excluded from the Medicare program. Additionally, the Appellant received a letter from Palmetto GBA stating that Dr. Thompson was approved and assigned a provider billing number.

The undersigned does not find this argument persuasive and finds that the Appellant did have similar fault regarding the overpayment. The section above, relied on by the Appellant, defines similar fault to mean, to obtain, retain, convert, seek, or receive Medicare funds to which a person knows or should reasonably be expected to know that he or she or another for whose benefit Medicare funds are obtained, retained, converted, sought, or received is not legally entitled. The Appellant is reasonably expected to know and has an affirmative duty to know the exclusion status of its employees through due diligence prior to entering into an employment relationship. Additionally, 42 C.F.R. § 1001.1901(1) discusses the scope and effect of exclusion, specific to the instant case, no payment will be made by Medicare, Medicaid or any other Federal health care programs for any item or service provided by an excluded individual. This section applies regardless of whether an individual or entity has obtained a program provider number or equivalent, either as an individual or as a member of a group, prior to being reinstated. 42 C.F.R. § 1001.1901(1).

Finally, the undersigned finds that counsel's last argument, recoupment from the Appellant is prohibited under 42 C.F.R. § 405.355(a) and (b), is invalid. This section only applies to individuals who were overpaid, not entities as in the instant case.

CONCLUSIONS OF LAW

The Appellant was overpaid Medicare benefits under Title XVIII of the Social Security Act for the services provided by Dr. Thompson to multiple beneficiaries January 1, 1999, through November 7, 2000, while he was excluded from the Medicare program by the Office of Inspector General.

ORDER

The Qualified Independent Contractor decision dated October 5, 2007, is hereby **AFFIRMED**. Medicare contractor is **DIRECTED** to process the claim in accordance with this decision.

SO ORDERED.



Dean C. Metry
U.S. Administrative Law Judge

Dated: 3-14-08

STATE OF SOUTH CAROLINA)
)
COUNTY OF: DARLINGTON)
)
IN THE MATTER OF: Hugh Smith Thompson)

IN THE PROBATE COURT
STATEMENT OF CREDITOR'S CLAIM

CASE NUMBER: 2009-ES-16-424

Decedent's Date of Death (if known): 11.06.2009
Decedent's Last Mailing Address: 111 North Ervin Street, Darlington, SC 29532

Creditor: Pee Dee Health Care, P.A. ATT: Tony R. Megna, Esq.
Address: 3400 West Avenue
Columbia, SC 29203
Telephone: 803.799.1700 (tmegna@gmail.com)

Basis of claim:

By letter dated April 24, 2007 [received late April, 2007], Pee Dee Health Care, P.A. received notice from TriCenturion (a Medicare Program Sageguard Contractor) that decedent provided medical services to patients at Pee Dee Health Care's offices during a time period when decedent was suspended by the Office of Inspector General from providing such medical services. Decedent had represented to Pee Dee Health Care, P.A. and the local Medicare Intermediary that he was legally qualified to provide medical services to Medicare beneficiaries during the time period of his suspension. Decedent failed to inform Pee Dee Health Care, P.A. or the local Medicare Intermediary of his suspension. Pee Dee Health Care, P.A. re-paid the funds to Medicare on behalf of decedent. Decedent admitted on several occasions that he had not informed PDHC or the local Medicare Intermediary of the truth of the matter of his suspension during the time periods in question nor had he taken the steps necessary to have his Medicare suspension lifted. Decedent indicated he did not have the funds to repay Medicare. The repayment was made by PDHC in May, 2008.

Amount of claim \$ 226,740.19 plus interest at the
statutory rate of 8.75% beginning
June 1, 2008

Date claim will become due (if not already due): Claim is past due, 20

Nature of uncertainty as to amount of claim and due date, if any:

The claim is absolute and certain. The final amount is not determined as the claim continues to accrue statutory interest under SC law.

Description of any security as to claim:

None

FILED
2010 APR 13 PM 12:01
MARVIN HANCOCK
JUDGE OF PROBATE
DARLINGTON COUNTY, SC

TRUE COPY

Maria Dawson

JUDGE OF PROBATE
DARLINGTON COUNTY, S.C.

FORM 807-FILED
82-3-804, 82-5-424

Signature: *Tony R. Megna*
Title: Tony R. Megna, Esquire
General Counsel
Date: April 13, 2010.

INSTRUCTIONS: Claims must be filed with the Probate Court of this county and delivered or mailed to the Personal Representative appointed to administer the estate (see section 62-3-803, 62-3-804, and 62-3-806 on next page.)

2010 APR 14 PM 12:01
JUDGE OF PROBATE
DARLINGTON COUNTY, S.C.

FILED

TRUE COPY

M. J. Quinn

JUDGE OF PROBATE
DARLINGTON COUNTY, S.C.

FORM 457-PC (1/01)

Page 2 of 3

SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED

§ 62-3-803. Limitations on presentation of claims.

(a) All claims against a decedent's estate which arise before the death of the decedent, including claims of the State and any subdivision thereof, whether due or to become due, absolute or contingent, liquidated or unliquidated, founded on contract, tort, or other legal basis, if not barred earlier by other statute of limitations, are barred against the estate, the personal representative, and the heirs and devisees of the decedent, unless presented within the earlier of the following dates:

- (1) one year after the decedent's death; or
- (2) within the time provided by Section 62-3-801(b) for creditors who are given actual notice, and within the time provided in Section 62-3-801(a) for all creditors barred by publication; provided, claims barred by the nonclaim statute at the decedent's domicile before the giving of notice to creditors barred in this State are also barred in this State.

(b) All claims against a decedent's estate which arise at or after the death of the decedent, including claims of the State and any subdivision thereof, whether due or to become due, absolute or contingent, liquidated or unliquidated, founded on contract, tort, or other legal basis, are barred against the estate, the personal representative, and the heirs and devisees of the decedent, unless presented as follows:

- (1) a claim based on a contract with the personal representative within eight months after performance by the personal representative is due;
- (2) any other claim, within the later of eight months after it arises, or the time specified in subsection (a)(1).

(c) Nothing in this section affects or prevents:

- (1) any proceeding to enforce any mortgage, pledge, lien, or other security interest upon property of the estate; or
- (2) to the limits of the insurance protection only, any proceeding to establish liability of the decedent or the personal representative for which he is protected by liability insurance; or
- (3) collection of compensation for services rendered and reimbursement for expenses advanced by the personal representative or by the attorney or accountant for the personal representative of the estate."

§ 62-3-804. Manner of presentation of claims.

"Claims against a decedent's estate may be presented as follows:

- (1) The claimant may deliver or mail to the personal representative a written statement of the claim indicating its basis, the name and address of the claimant, and the amount claimed, and must file a written statement of the claim, in the form prescribed by rule, with the clerk of the probate court. The claim is deemed presented on the first to occur of receipt of the written statement of claim by the personal representative or the filing of the claim with the court. If a claim is not yet due, the date when it will become due must be stated. If the claim is contingent or unliquidated, the nature of the uncertainty must be stated. If the claim is secured, the security must be described. Failure to describe correctly the security, the nature of any uncertainty, and the due date of a claim not yet due does not invalidate the presentation made.
- (2) The claimant may commence a proceeding against the personal representative in any court where the personal representative may be subjected to jurisdiction, to obtain payment of his claim against the estate, but the commencement of the proceeding must occur within the time limited for presenting the claim, and the claimant must file a written statement of the claim as in (1) above, with the clerk of the probate court. No presentation of claim is required in regard to matters claimed in proceedings against the decedent which were pending at the time of his death.
- (3) If a claim is presented under subsection (1), no proceeding thereon may be commenced more than thirty days after the personal representative has mailed a notice of disallowance with warning of the impending bar; but, in the case of a claim which is not presently due or which is contingent or unliquidated, the personal representative may consent to an extension of the thirty-day period, or to avoid injustice the court, on petition presented to the court prior to the expiration of such thirty-day period, may order an extension of the thirty-day period, but in no event may the extension run beyond the applicable statute of limitations."

§ 62-3-806. Allowance of claims.

(a) As to claims presented in the manner described in Section 62-3-804 within the time limit prescribed in Section 62-3-803, the personal representative may mail a notice to any claimant stating that the claim has been disallowed. If, after allowing or disallowing a claim, the personal representative changes his decision concerning the claim, he shall notify the claimant. The personal representative may not change a disallowance of a claim after the time for the claimant to file a petition for allowance or to commence a proceeding on the claim has run and the claim has been barred. Every claim which is disallowed in whole or in part by the personal representative is barred so far as not allowed unless the claimant files a petition for allowance in the court or commences a proceeding against the personal representative not later than thirty days after the mailing of the notice of disallowance or partial allowance if the notice warns the claimant of the impending bar. It is the responsibility of the personal representative to notify the claimant if a claim is disallowed.

(b) Upon the petition of the personal representative or of a claimant in a proceeding for the purpose, the court may allow in whole or in part any claim or claims presented to the personal representative or filed with the court in due time and not barred by subsection (a) of this section. Notice in this proceeding shall be given to the claimant, the personal representative, and those other persons interested in the estate as the court may direct by order entered at the time the proceeding is commenced.

(c) A judgment in a proceeding in another court against a personal representative to enforce a claim against a decedent's estate is an allowance of the claim.

(d) Unless otherwise provided in any judgment in another court entered against the personal representative, allowed claims bear interest at the legal rate (as determined according to SECTION 34-31-20(A)) for the period commencing thirty days after the time for original presentation of the claim has expired unless based on a contract making a provision for interest, in which case they bear interest in accordance with that provision."

ALSO SEE TITLE 62, ARTICLE 3, PART 8 (I.E. SECTIONS 62-3-801 ET SEQ.)



TriCenturion
P.O. Box 100282
Columbia, SC 29202-3282

A CMS Program Safeguard Contractor

April 24, 2007

VIA Certified Mail
Pee Dee Health Care, PA
201 Cashua Street
Darlington, SC 29532

#: 7005 3110 0002 4046 5394

RE: Review Findings for Dr. Hugh Thompson -- Provider # D993211724
Pee Dee HealthCare PA, 201 Cashua Street, Darlington, SC - Group #1724

Dear Sir / Madam:

TriCenturion, a Program Safeguard Contractor (PSC), completed a review of claims submitted under the above referenced provider / group numbers and paid by Medicare. TriCenturion determined that you received payment in error, resulting in an estimated overpayment to you of \$208,821.03.

It has been determined that Dr. Thompson was sanctioned by the Office of Inspector General from 3/31/96 to 6/20/02, pursuant to § 1128(b)(4) of the Social Security Act, License Revocation or Suspension. TriCenturion's review of claims determined that 1,848 claims for Medicare payment were submitted while Dr. Thompson was sanctioned. During the sanction period, Part B Medicare claims for dates of service from 1/1/99 to 11/7/00 were paid to you. Please reference the enclosed worksheet that provides a listing of the claims. Along with our claim payment determinations, we made limitation of liability decisions for the denial of the services subject to the provisions of §1879 of the Social Security Act.

Palmetto GBA will be issuing you a demand letter for the above overpayment and notifying you of your rebuttal and appeal rights.

If you have any questions regarding this matter, you may contact me at (803) 264-8145.

Sincerely,

Althea B. Myers, AHFI
Senior Investigator
Integrated Benefit Management Team

Enclosures
Claims Review Worksheet

2010 APR 14 PM 12:01
NATIONAL ARCHIVE
FEDERAL BUREAU OF INVESTIGATION
DARLINGTON COUNTY, SC

FILED

TRUE COPY

Revision Level 0
JUDGE OF PROBATE
DARLINGTON COUNTY, S.C.

CMS
CENTRAL OF MEDICARE & MEDICAID SERVICES

Dr. Hugh Thompson (D993211724)

Service Dates: 01/01/1999-06/20/2002, Paid Dates: 01/01/1999-01/31/2007

DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
83029913907110	5/11/1999	5/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$519.00
830299144219400	5/11/1999	5/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$150.20
830299168070650	5/30/1999	5/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.04
830299155070690	5/29/1999	5/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.46
830299155070700	5/27/1999	5/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.65
830299155070710	5/27/1999	5/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$14.81
830299155070710	5/28/1999	5/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.65
830299168067870	5/30/1999	5/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.25
830299168104560	6/10/1999	6/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299139107620	5/17/1999	5/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$95.35
830299141073770	5/17/1999	5/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$229.98
830299147100730	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299301291830	10/12/1999	10/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$147.78
830299326247810	11/13/1999	11/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830299168261150	7/2/1999	7/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299201274750	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299214061420	2/12/1999	2/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$91.35
830299147100770	5/21/1999	5/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299181146310	6/22/1999	6/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$39.93
830299181146320	6/23/1999	6/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$39.93
830299181146330	6/24/1999	6/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$39.93
830299214191930	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$90.22
830299223095100	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$90.22
830299223095200	8/2/1999	8/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.84
830299118085130	4/28/1999	4/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$273.82
830299120066190	4/28/1999	4/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299187061870	7/13/1999	7/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.39
830299201274760	7/13/1999	7/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299209127010	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
830299155070740	5/11/1999	5/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.86
830199090068790	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
830199090068800	2/16/1999	2/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
830299048084310	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.98
830299048084320	2/16/1999	2/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.98
830299054082940	2/17/1999	2/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.98
830299077078100	3/10/1999	3/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299033115980	1/21/1999	1/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$36.00
830299033115940	1/21/1999	1/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.78
830299062075980	2/18/1999	2/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.48
830299159081820	6/4/1999	6/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.33
830299161070950	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299152247850	5/28/1999	5/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299216107510	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91

Confidential Proprietary
 Claims Final as of 01/31/2007, Pd to Prov>0

D993211724_overpay/mgt

MAINTENANCE
 DEPT OF HEALTH & HUMAN SERVICES
 AND HOSPITAL CONTROL
 APR 14 PM 12:01

FILED

Dr. Hugh Thompson (D993211724)

Service Dates: 01/01/1999-06/20/2002, Paid Dates: 01/01/1999-01/31/2007

DCR	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
830299182261180	7/1/1999	7/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299040074170	2/2/1999	2/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$408.18
830299189081640	6/3/1999	6/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$296.81
830299189081660	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$98.98
830299189081680	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299048084340	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$408.18
830299127088230	5/5/1999	5/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$296.81
830299189079800	7/8/1999	7/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$13.00
830199272000120	9/9/1999	9/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.28
830299322279480	11/9/1999	11/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.49
830299189104710	8/10/1999	8/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
830299189281190	7/1/1999	7/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
830299237108820	8/10/1999	8/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$145.47
830299237108830	8/10/1999	8/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$150.44
830199108001150	3/20/1999	3/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$55.88
830199108001160	3/18/1999	3/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299155111150	6/2/1999	6/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$63.00
830299139107530	5/13/1999	5/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299147100600	6/24/1999	6/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$244.18
830299223095100	8/8/1999	8/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.28
830299223095110	8/8/1999	8/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$18.33
830299223095120	8/8/1999	8/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299232101670	8/8/1999	8/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299120086210	4/27/1999	4/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$91.98
830299067086570	3/4/1999	3/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$37.09
830299087312870	3/3/1999	3/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$37.09
830299108091760	4/12/1999	4/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.18
830299108091780	4/13/1999	4/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.18
830299108091770	4/14/1999	4/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.18
830299159081740	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.47
830299179246270	6/23/1999	6/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$273.08
830299181146290	6/23/1999	6/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$95.98
830299181146300	6/24/1999	6/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.18
830299223095130	8/4/1999	8/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$50.47
830299239086830	8/20/1999	8/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$46.05
830299339251240	11/30/1999	11/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$95.06
830299267110500	9/20/1999	9/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830199272033100	9/13/1999	9/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$67.93
830299116108960	4/20/1999	4/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
830299189291240	7/2/1999	7/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$288.81
830199082070040	1/27/1999	1/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.28
830199082070050	1/28/1999	1/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
830299032068830	1/27/1999	1/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.26

Confidential Proprietary:
Claims Final as of 01/31/2007, Pd to Prov>0

d993211724_overpayment
[1999]

FILED
2018 APR 14 PM 12:01
FAYETTE COUNTY
CLERK OF SUPERIOR
COURT
FAYETTE COUNTY, NC

Dr. Hugh Thompson (D993211724)

Service Dates: 01/01/1999-06/30/2002, Paid Dates: 01/01/1999-01/31/2007

DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prev Amt
830299032063840	1/23/1999	1/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299127099280	4/23/1999	4/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.48
830299132073990	4/23/1999	4/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.84
830299132073990	4/24/1999	4/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.84
830299132074000	4/23/1999	4/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.84
830299217099630	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$75.93
830299242090090	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$70.76
830299242090100	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$70.76
830299115109990	4/21/1999	4/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$24.29
830299132074020	5/7/1999	5/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$293.91
830299132074030	5/7/1999	5/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299147100820	6/21/1999	6/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$293.91
830299223095160	8/5/1999	8/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$112.62
830299237109970	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
830299239099990	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$293.91
830299179246910	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$293.91
830299214191540	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
830299214191690	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.24
830299214191990	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
830299214191970	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299217099840	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$293.91
830299047113540	2/11/1999	2/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
830299109071800	4/15/1999	4/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$293.91
830299109091810	4/15/1999	4/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299222309990	8/11/1999	8/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$184.88
830299201090990	7/13/1999	7/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$49.80
830299156070800	5/28/1999	5/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$98.63
830299156070810	5/28/1999	5/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$293.91
830299132074060	5/10/1999	5/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830199165131000	5/27/1999	5/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.24
830299127099340	5/5/1999	5/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$293.91
830299162247790	5/27/1999	5/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$57.61
830299181146340	6/22/1999	6/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$420.90
830299169104780	6/10/1999	6/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$293.91
830299225230900	8/9/1999	8/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.68
830299226230910	8/9/1999	8/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299148099720	5/19/1999	5/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$293.91
830299147100840	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$189.15
830299161071140	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
830299109079700	7/12/1999	7/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$70.98
830299222309920	8/9/1999	8/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$70.98
830299392231780	12/13/1999	12/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.07
830299119096280	4/23/1999	4/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$59.68

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Claims Final as of 01/31/2007, Pd to Prov=0

D993211724_overpayment
(1999)

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2010 APR 14 PM 12:01
HARVEY L. JAMESON
JUDGE OF PROBATE
DARLINGTON COUNTY, SC

DCM	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
830298125095790	5/3/1999	5/3/1999	D993211724	THOMPSON HUGH B	PEE DEE HEALTH CARE PA	\$268.91
830200042895990	12/28/1998	12/28/1998	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$18.81
830298147100880	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299217099650	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$519.80
830298118085280	4/22/1999	4/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830298147100870	5/24/1999	5/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$519.80
830298147100880	5/24/1999	5/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$98.38
830299180104800	8/15/1999	8/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
830298174098180	8/15/1999	8/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299118096290	4/23/1999	4/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.68
830299188104330	8/12/1999	8/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.84
830299188104340	8/13/1999	8/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.84
830299168104350	8/11/1999	8/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.84
830299112107780	4/19/1999	4/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299252088070	9/2/1999	9/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830298252088080	8/2/1999	8/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.28
830298183088850	8/28/1999	8/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299341272400	11/30/1998	11/30/1998	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.67
830299343284620	12/7/1998	12/7/1998	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830298209127140	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.58
830298209127150	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$18.38
830298338458180	11/28/1998	11/28/1998	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299127095400	5/5/1999	5/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$298.91
830299127095410	5/5/1999	5/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$218.78
830298174098180	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.28
830299087095800	3/4/1999	3/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$94.08
830298087095810	3/7/1999	3/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$98.10
830299087095820	3/6/1999	3/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.84
830299087095830	3/5/1999	3/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.84
830299087108410	3/8/1999	3/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.84
830199367088610	8/21/1999	8/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.14
830298188281300	7/8/1999	7/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.58
830298193090440	7/8/1999	7/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$127.36
830298193090450	7/8/1999	7/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$148.48
830298214081480	1/18/1999	1/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.88
830298214081490	1/19/1999	1/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.80
830298214081500	1/20/1999	1/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.80
830199104054990	3/24/1999	3/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$1.00
830298084087890	3/24/1999	3/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$67.88
830298084087900	3/28/1999	3/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.02
830298214081510	3/27/1999	3/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.38
830298214081520	3/28/1999	3/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$36.38
830298252088090	8/30/1999	8/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$37.05

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 Claims Final as of 01/31/2007, Pd to Prov=0

D993211724_overpayment
 (1898)

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 MARSHALL COUNTY
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 MARSHALL COUNTY, SC

Dr. Hugh Thompson (D993211724)

Service Dates: 01/01/1999-08/20/2002, Paid Dates: 01/01/1999-01/31/2007

DCM	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prev Amt
83029906100360	3/28/1999	3/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.80
830299178248460	6/22/1999	6/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
830299181148400	6/22/1999	6/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
830299019114690	1/14/1999	1/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299019114700	1/18/1999	1/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299019114710	1/15/1999	1/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299019114720	1/17/1999	1/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299020105410	1/19/1999	1/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.36
830299021100600	1/19/1999	1/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299022105750	1/20/1999	1/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.36
830299147100690	5/24/1999	5/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299201274820	7/18/1999	7/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299201274830	7/17/1999	7/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.36
830299201274840	7/18/1999	7/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299201274850	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299201274860	7/15/1999	7/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.36
830299214081600	1/21/1999	1/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299214081670	1/22/1999	1/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.36
830299214081680	1/23/1999	1/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299214081690	1/24/1999	1/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299214081700	1/25/1999	1/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299217099680	7/19/1999	7/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299217099670	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299217099680	7/21/1999	7/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299252089100	9/3/1999	9/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299209127210	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$11.91
830299209127220	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$16.33
830299209127230	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
830299209127240	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$276.62
830299218107700	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299174098170	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.40
830299313272320	10/18/1999	10/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$75.67
830299120088240	4/28/1999	4/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$524.62
830299161071230	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830199109002620	3/31/1999	3/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.68
830199109002630	4/1/1999	4/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$32.95
830299232101740	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.28
830299237109940	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299103088040	4/7/1999	4/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830199350068150	8/17/1999	8/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$66.00
830299118095350	4/22/1999	4/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
830299239098870	8/17/1999	8/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299040074200	2/4/1999	2/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18

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Claims Final as of 01/31/2007, Pd to Prov=0

D993211724_Overpayment
(1999)

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 HANRY WILLIAMSON
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 DARLINGTON COUNTY, SC

DCM	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prev Amt
830299048084380	2/16/1999	2/16/1999	D993211724	THOMPSON HUGH B	PEE DEE HEALTH CARE PA	\$403.18
830299086067900	3/19/1999	3/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.76
830299155070830	5/28/1999	5/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.83
830299252089120	8/8/1999	8/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.92
830299141073850	5/18/1999	5/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299145068880	5/18/1999	5/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299188104400	6/10/1999	6/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$39.47
830299188104410	6/9/1999	6/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$39.47
830299188104420	6/11/1999	6/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$39.47
830299118095370	4/23/1999	4/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299118095380	4/23/1999	4/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$302.86
830199284004090	1/29/1999	1/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.58
830299032083780	1/27/1999	1/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830199104083290	3/24/1999	3/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.58
830199112057580	3/15/1999	3/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
830199112057590	3/16/1999	3/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
830199112057600	3/17/1999	3/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
830199112057610	3/18/1999	3/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
830199112057620	3/19/1999	3/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
830299077251280	3/15/1999	3/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$65.51
830299077251290	3/16/1999	3/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$65.51
830299082104020	3/17/1999	3/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$63.61
830299082104030	3/18/1999	3/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$65.51
830299082104040	3/19/1999	3/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$65.51
830299209127270	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$63.00
830299214081710	3/25/1999	3/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.58
830299252099180	9/7/1999	9/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.24
830299252099190	9/7/1999	9/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$127.36
830299252099200	9/7/1999	9/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$92.42
830299283226420	9/7/1999	9/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
830299209127280	7/21/1999	7/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$378.15
830299108101830	4/14/1999	4/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299169104890	6/15/1999	6/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$232.62
830299178248510	6/10/1999	6/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.73
830299064083080	2/20/1999	2/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299054083090	2/19/1999	2/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299054083100	2/18/1999	2/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299189261340	7/1/1999	7/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$220.88
830299189261380	7/1/1999	7/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$150.20
830199090088800	2/14/1999	2/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
830199090088510	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
830199118121880	2/12/1999	2/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
830199118121890	2/13/1999	2/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58

Confidential Proprietary
 Claims Final as of 01/31/2007, Pd to Prov-0

D993211724_overpayment

2009 APR 14 PM 12:01
 HARRISON LAWSON
 JUDGE OF PROBATE
 CHARLESTON COUNTY, SC

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Dr. Hugh Thompson (0993211724)

Service Dates: 01/01/1999-08/20/2002, Paid Dates: 01/01/1999-01/31/2007

DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
830299047113560	2/12/1999	2/12/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
830299047113570	2/13/1999	2/13/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
830299049084410	2/14/1999	2/14/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
830299049084420	2/15/1999	2/15/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98
830299169087920	6/9/1999	6/9/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299168104430	6/9/1999	6/9/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.18
830299158070930	6/11/1999	6/11/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
830299159081940	6/19/1999	6/19/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.86
830299159081950	6/17/1999	6/17/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299152247930	5/28/1999	5/28/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$45.27
830299097107580	4/5/1999	4/5/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.84
830299098066300	4/6/1999	4/6/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.48
830299099066310	4/6/1999	4/6/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.84
830299103088070	4/7/1999	4/7/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.51
830299103088080	4/8/1999	4/8/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.51
830299120088280	4/27/1999	4/27/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.77
830299155070860	6/11/1999	6/11/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.51
830299155070870	6/2/1999	6/2/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.51
830299252098230	6/2/1999	6/2/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.89
830299341272500	11/30/1999	11/30/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$59.68
830299308239120	10/27/1999	10/27/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$109.89
830299142095980	5/20/1999	5/20/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299132074250	5/10/1999	5/10/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299138097250	5/10/1999	6/10/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299077078150	3/18/1999	3/18/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.38
830299082104120	3/16/1999	3/16/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$15.70
830299082104130	3/16/1999	3/16/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$39.07
830299082104140	3/16/1999	3/16/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.51
830299084087950	3/17/1999	3/17/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$6.05
830299084087940	3/17/1999	3/17/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$1.81
830299089077970	4/7/1999	4/7/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
830299099077960	4/7/1999	4/7/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$17.85
830299132074250	5/7/1999	5/7/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299132074260	5/7/1999	5/7/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299145096030	5/18/1999	5/18/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.92
839799196001980	2/2/1999	2/2/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.28
839799199002000	2/17/1999	2/17/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.48
839799204002780	7/20/1999	7/20/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.36
830299112107980	4/20/1999	4/20/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$79.27
830299036085080	1/29/1999	1/29/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$310.77
830299219107980	8/3/1999	8/3/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$96.40
830299228188280	8/13/1999	8/13/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.92
830299244244120	8/25/1999	8/25/1999	0993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91

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Claims Final as of 01/31/2007, Pd to Prov-0

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 OF INSURANCE
 BROKERS OF SOUTH CAROLINA
 DALLAS, OH DENVER, SC

DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
830299181148470	8/24/1999	8/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$227.62
830199113015730	4/5/1999	4/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.97
830199130135860	2/8/1999	2/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
830299040074230	2/8/1999	2/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$61.94
830299214081720	2/8/1999	2/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$45.22
830299263228510	2/5/1999	2/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$48.07
830299263228530	2/7/1999	2/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.13
830299263228640	2/8/1999	2/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.13
830299343284700	11/29/1999	11/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.70
830299306270820	10/25/1999	10/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$231.66
8302993163288590	10/28/1999	10/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299209127400	7/23/1999	7/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$266.91
830299201274950	7/15/1999	7/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.58
830299204083730	7/18/1999	7/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$324.62
830299287251580	10/13/1999	10/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299181148480	8/21/1999	8/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299040074240	2/4/1999	2/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
830299082104240	3/22/1999	3/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299118109080	4/20/1999	4/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$164.48
830299118109100	4/20/1999	4/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.78
830299214081790	2/8/1999	2/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299214081800	2/8/1999	2/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299214081810	2/10/1999	2/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299214081820	2/11/1999	2/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299214081830	2/12/1999	2/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299214081840	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299214081850	2/18/1999	2/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299132074300	4/25/1999	4/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.58
830299132074310	4/23/1999	4/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299132074320	4/24/1999	4/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299188281390	6/30/1999	6/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299132074340	5/7/1999	5/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
830299237109990	8/19/1999	8/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299239099900	8/19/1999	8/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
830299145099970	5/20/1999	5/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$286.91
830299225230980	8/11/1999	8/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.28
830299225230990	8/11/1999	8/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$11.91
830299228188290	8/11/1999	8/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830199279067700	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$2.28
830299038116050	1/20/1999	1/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.08
830299033116080	1/20/1999	1/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.78
830299067313130	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.84
830299263082780	9/3/1999	9/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$265.91

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 Claims Final as of 01/31/2007, Pd to Prov>0

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 GROUP OF PRACTICE
 DALLAS TEXAS CREDIT 53
 FILED

Dr. Hugh Thompson (D993211724)

Service Dates: 01/01/1999-09/20/2002, Paid Dates: 01/01/1999-01/31/2007

DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
830299189081990	8/4/1999	8/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.15
830299189082000	8/4/1999	8/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$261.31
830299189090830	7/6/1999	7/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.45
830299189090540	7/6/1999	7/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$42.19
830299214081890	7/11/1999	7/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$32.97
830299214081890	7/10/1999	7/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$32.97
830299214081900	7/9/1999	7/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.67
830299214081910	7/12/1999	7/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.87
830299239096910	8/20/1999	8/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
830299077078140	3/15/1999	3/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299084087970	3/23/1999	3/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.28
830299174098280	6/17/1999	6/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.69
830299174098290	6/17/1999	6/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$278.82
830299174098300	6/17/1999	6/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299189251400	7/1/1999	7/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.26
830299118096470	4/22/1999	4/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$280.96
830299179248810	8/22/1999	8/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$91.00
830299181146640	8/22/1999	8/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299181146650	8/22/1999	8/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$265.91
830299183080990	8/29/1999	8/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$289.31
830299239096920	8/22/1999	8/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.64
830299239096930	8/21/1999	8/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.64
830299239096940	8/20/1999	8/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$39.98
830299244244180	8/23/1999	8/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.18
830299159082040	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$282.28
830299169067930	8/8/1999	8/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$37.09
830299226070180	8/10/1999	8/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.82
830299362231950	12/8/1999	12/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.07
890168277163300	8/12/1999	8/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$2.28
830199339034790	8/12/1999	8/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$129.64
830299120066600	4/27/1999	4/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299179248840	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.14
830299269071010	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
830299269071020	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299269071030	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.28
830299269071040	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$11.91
8902992693228600	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$298.91
830299127095820	5/4/1999	5/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299127095830	5/4/1999	5/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299204083870	7/19/1999	7/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
830299209127510	7/19/1999	7/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$265.91
830299201274990	7/13/1999	7/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.24

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Claims Final as of 01/31/2007, Pd to Prov>0

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 HARRY L. THOMPSON
 JUDGE OF PROBATE
 DANIELTON COUNTY, SC
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DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prev Amt
830299263226870	9/7/1999	9/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
830299132074410	5/9/1999	5/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$276.82
830299181148500	8/24/1999	8/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.14
830299054083200	2/19/1999	2/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299054083210	2/18/1999	2/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299022105820	1/20/1999	1/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.01
830299022105830	1/21/1999	1/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$45.05
830299025098820	1/22/1999	1/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$45.05
830299214192190	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.38
830299214192200	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$18.33
830299214192210	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$276.82
830299217099730	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
830299318006810	11/9/1999	11/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.70
830299320006700	11/9/1999	11/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.70
830299174098310	6/15/1999	6/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
830199104066010	3/23/1999	3/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.38
830199104055020	3/24/1999	3/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.38
830299161071500	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.40
830299181071510	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$33.14
830299161071520	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$2.82
830299168104560	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$14.65
830299223095540	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.08
830299161071530	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$91.98
830299161071540	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$215.91
830299174098320	6/17/1999	6/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.63
830799182002820	5/7/1999	5/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$439.80
830799159001840	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
830299103088140	4/7/1999	4/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299169067870	6/9/1999	6/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$276.82
830299169067980	6/9/1999	6/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
830299084088010	3/24/1999	3/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.88
830299090103900	3/28/1999	3/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.82
830299239096950	8/24/1999	8/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$273.98
830299320247320	11/8/1999	11/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$173.87
830299285082810	9/13/1999	9/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$319.90
830299112108020	4/20/1999	4/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$215.91
830299112108030	4/20/1999	4/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299168104810	6/14/1999	6/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.38
830299095117080	3/31/1999	3/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299104091880	4/15/1999	4/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.08
830299109091870	4/16/1999	4/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.08
830299106091880	4/16/1999	4/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$1.80
830299183090050	6/29/1999	6/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.14

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 Claims Final as of 01/31/2007, Pd to Prov=0

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 DAVIDSON COUNTY, NC

DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
830299108091910	4/15/1999	4/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
830299097107650	4/5/1999	4/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$195.82
830299141074020	5/5/1999	5/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$222.87
830299106102200	4/14/1999	4/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$127.36
830299152248250	5/28/1999	5/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$296.91
830299159082150	6/3/1999	6/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.71
830299062075840	3/1/1999	3/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.79
830299067313240	3/2/1999	3/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$66.51
830299067313250	3/2/1999	3/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.48
830299067313260	3/3/1999	3/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.61
830299232101930	8/9/1999	8/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$294.91
830299209127610	7/26/1999	7/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$96.40
830299209127620	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299216108070	8/2/1999	8/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.38
830299252069430	9/1/1999	9/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$90.28
830299214081830	1/14/1999	1/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299214081940	1/16/1999	1/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299214081950	1/16/1999	1/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299214081960	1/17/1999	1/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299214081970	1/18/1999	1/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$39.45
830299214081980	1/18/1999	1/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$22.17
830299138087240	5/10/1999	5/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299225231040	6/2/1999	6/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.77
830299237110230	8/23/1999	8/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$79.58
830299238098900	8/23/1999	8/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.00
830299077076150	3/12/1999	3/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$180.91
830299232101850	8/9/1999	8/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$296.91
830299209127690	7/22/1999	7/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$296.91
830299120086330	4/22/1999	4/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.07
830299178246770	6/22/1999	6/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.00
830299183090080	6/29/1999	6/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$296.91
830299209127680	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.79
830299214182250	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299040074290	2/8/1999	2/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
830299209127690	7/21/1999	7/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
830299168104670	6/14/1999	6/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.00
830299178246830	6/23/1999	6/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$296.91
830299217099760	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$124.89
830299209127700	7/19/1999	7/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299225231050	8/11/1999	8/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.58
830299084068080	3/23/1999	3/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$13.87
830299161071800	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$519.90
830299188089000	6/11/1999	6/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$95.38

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 DARTMOUTH COUNTY, SC

ICN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
30299174098390	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.42
30299181146780	4/25/1999	4/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$127.38
30299181146770	8/25/1999	8/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.40
30299181146780	8/25/1999	8/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$18.94
30299208127730	7/18/1999	7/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
30299132074490	5/7/1999	5/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.63
30299132074500	5/10/1999	5/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
30299132074510	5/7/1999	5/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
30299145090280	5/20/1999	5/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
30299152248310	5/20/1999	5/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.22
30299054063290	2/17/1999	2/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
30299239088970	8/17/1999	8/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$145.50
30299068088170	3/9/1999	3/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.68
30299208127760	7/23/1999	7/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.16
30299189281610	7/7/1999	7/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.68
30299112108060	4/20/1999	4/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$303.26
30299112108090	4/20/1999	4/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$280.21
30299232101870	8/17/1999	8/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$45.22
30299232101880	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$45.22
30299239088960	8/19/1999	8/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.61
30299239088980	8/20/1999	8/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$45.22
30299239088700	8/22/1999	8/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$45.22
302992390897010	8/21/1999	8/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$45.22
30299242222300	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$45.22
30299287829800	8/14/1999	8/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$52.36
30299125098850	4/30/1999	4/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$180.20
30299047113800	2/11/1999	2/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.08
30299047113810	2/12/1999	2/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.94
30299047113820	2/13/1999	2/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.94
30299141074050	5/18/1999	5/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$33.14
30299145098320	5/19/1999	5/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$33.14
30299152248350	5/17/1999	5/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$32.02
30299181146890	8/24/1999	8/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$32.70
30199258081840	8/30/1999	8/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
30199258081850	8/31/1999	8/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
30199258081860	9/1/1999	9/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.45
30199258081870	9/1/1999	9/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$1.90
30199258081880	9/2/1999	9/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
30199258081890	9/3/1999	9/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$1.90
30299189108110	8/10/1999	8/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
30299244244360	8/27/1999	8/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
30299244244370	8/28/1999	8/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
30299244244380	8/29/1999	8/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35

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 Claims Final as of 01/31/2007, Pd to Prov>0

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 DALLASVILLE, GA 30156, SC

Dr. Hugh Thompson (D993211724)

Service Dates: 01/01/1999-06/20/2002, Paid Dates: 01/01/1999-01/31/2007

ICN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid From Amt
30299252069490	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.45
30299097107780	4/5/1999	4/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$276.82
30299129095890	4/30/1999	4/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$518.90
30299139107590	5/13/1999	5/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$268.04
30299193090560	7/7/1999	7/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.00
30299230104430	5/13/1999	5/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.07
30299228188350	8/12/1999	8/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.28
30299228188360	8/12/1999	8/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$276.82
30299320247440	11/9/1999	11/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$183.41
30299322280020	11/9/1999	11/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$59.37
302991471074090	5/17/1999	5/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
30299145096330	5/17/1999	5/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
30299145096340	5/18/1999	5/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
30299145096350	5/18/1999	5/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
30299147100970	5/20/1999	5/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.58
30299147100980	5/21/1999	5/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.58
30299139097280	5/17/1999	5/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$276.82
30299040074300	2/2/1999	2/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$463.18
30299156082210	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$276.82
30299151071750	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$298.91
30299151146960	6/22/1999	6/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
30199256082030	8/30/1999	8/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$82.88
30199256082040	8/31/1999	8/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$82.88
30199256082050	9/1/1999	9/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$54.57
30299262069540	8/30/1999	8/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.34
30299341272700	12/2/1999	12/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
30199185139700	4/22/1999	4/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$10.07
30199185139710	4/23/1999	4/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.29
30299019114830	1/14/1999	1/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$81.28
30299019114940	1/15/1999	1/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
30299109091930	4/14/1999	4/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
30299109091940	4/15/1999	4/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
30299109091950	4/16/1999	4/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
30299110099940	4/17/1999	4/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
30299112108130	4/19/1999	4/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
30299112108140	4/21/1999	4/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
30299123113370	4/22/1999	4/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
30299123113380	4/23/1999	4/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
30299123113390	4/20/1999	4/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
30299127095770	5/4/1999	5/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$276.82
30299237110340	8/10/1999	8/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$298.91
30299265082830	9/15/1999	9/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$276.82
30299244244450	8/25/1999	8/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.04

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Dr. Hugh Thompson (D993211724)

Service Dates: 01/01/1999-09/20/2002, Paid Dates: 01/01/1999-01/31/2007

ICM	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
33028922305890	8/9/1999	8/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.58
330289159082230	8/4/1999	8/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
330289118065740	4/22/1999	4/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.77
330289127095780	5/4/1999	5/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$37.43
330289239097020	8/24/1999	8/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
330289106102380	4/13/1999	4/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.62
330199350066200	7/21/1999	7/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
330289112108160	4/20/1999	4/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.58
330289209127800	7/21/1999	7/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$358.05
330289230104500	4/15/1999	4/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.07
330289138097250	5/10/1999	5/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
330289214081990	4/8/1999	4/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.70
330289214082000	4/7/1999	4/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
330289214082010	4/8/1999	4/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.45
330289091327200	2/28/1999	2/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$158.10
330289230057030	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$72.86
330289138097310	5/11/1999	5/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$317.68
330199090068480	1/22/1999	1/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.29
330199116121860	1/23/1999	1/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.29
330289027118740	1/24/1999	1/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.66
330201170289800	12/9/1999	12/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$2.70
330289202077430	7/11/1999	7/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.68
330289259071270	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
330289259071280	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.62
330289168104760	8/14/1999	8/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$63.00
330289077078160	3/11/1999	3/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
330289132074630	4/27/1999	4/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
330289132074840	4/28/1999	4/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
330199069053710	1/8/1999	1/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
330199069062910	1/8/1999	1/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$37.00
330289201275160	7/13/1999	7/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$336.79
330289251289200	8/28/1999	8/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
330199148003480	4/28/1999	4/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.49
330289081327390	2/25/1999	2/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
330289081327420	2/24/1999	2/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
330289040074350	2/5/1999	2/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
330289112108200	4/19/1999	4/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.71
330289077078170	3/16/1999	3/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
330199092069950	2/18/1999	2/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.29
330199092069960	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.29
330289019115090	1/14/1999	1/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
330289019115100	1/13/1999	1/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
330289019115110	1/15/1999	1/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11

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Claims Final as of 01/31/2007, Pd to Prov>0

D993211724 overpayment

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HARRIS LAWSON
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DARLINGTON COUNTY, SC

FILED

Dr. Hugh Thompson (D993211724)

Service Dates: 01/01/1999-03/20/2002, Paid Dates: 01/01/1999-01/31/2007

IC#	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
30299048084460	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.20
30299048084470	2/18/1999	2/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.20
30299054063500	2/17/1999	2/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.20
30299181071800	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.62
30299181071810	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.63
30299214082060	2/21/1999	2/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.46
30299214082070	2/20/1999	2/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.45
30299214082080	2/18/1999	2/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
30299214082090	2/18/1999	2/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
30299147101010	5/24/1999	5/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
30299139107690	5/13/1999	5/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
30299214082100	4/21/1999	4/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$57.48
30299159082310	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$63.00
30299159082320	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
30299181071890	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
30299020106990	1/18/1999	1/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.20
30299021100990	1/18/1999	1/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.20
30299022106930	1/20/1999	1/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$42.03
30299020908990	1/19/1999	1/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.48
30299188090170	6/28/1999	6/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.00
30299189090180	6/28/1999	6/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
30299118096780	4/21/1999	4/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$324.82
30299341272770	12/11/1999	12/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$72.80
30299145096550	5/19/1999	5/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
30299147101020	6/28/1999	6/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
30299239097040	8/24/1999	8/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
30299120088390	4/27/1999	4/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$244.15
30299048084490	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$408.18
30299214192480	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$223.98
30299218108170	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.36
30299217099790	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.36
30299183090200	6/28/1999	6/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$185.41
30299183090210	6/28/1999	6/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
30299040074370	2/5/1999	2/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
30299181071920	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.77
30299181071930	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$5.94
30299201275210	7/13/1999	7/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
30299139097360	5/11/1999	5/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.99
30299139107690	5/12/1999	5/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.84
30299139107690	5/14/1999	5/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.14
30200007251700	12/17/1999	12/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$50.02
30299040074390	2/1/1999	2/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
30299179247080	6/23/1999	6/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.14

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JCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prev Amt
330299244244640	8/29/1999	8/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.14
330299362292170	12/13/1999	12/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$100.03
3302993077078200	3/9/1999	3/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
330299225231180	8/4/1999	8/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.14
330299139107700	5/13/1999	5/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$324.62
330299174098820	8/17/1999	8/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$36.84
330299174098530	8/2/1999	8/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$98.40
330299127098880	5/5/1999	5/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$95.38
330299132074680	5/8/1999	5/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$124.88
330299132074890	5/4/1999	5/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$98.40
330299218108180	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$98.92
330299225231170	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$124.88
330299333210800	11/23/1999	11/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.34
330299351263880	12/8/1999	12/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
330299166000310	8/8/1999	8/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.36
330299142019880	4/20/1999	4/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.81
330299112108280	4/19/1999	4/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.51
330299112108270	4/21/1999	4/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.91
330299120088400	4/28/1999	4/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
330299201275220	7/15/1999	7/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$81.38
330299201275230	7/15/1999	7/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.84
330299201275240	7/15/1999	7/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$218.78
330299201275250	7/15/1999	7/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.00
330299204084120	7/15/1999	7/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.81
330299252098840	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.38
330299267111110	9/7/1999	9/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$77.08
330299267111120	9/7/1999	9/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$3.00
330299267111130	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$9.88
330299267111140	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$1.81
330299388251470	12/1/1999	12/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.24
330299320108800	1/18/1999	1/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$42.03
330299148098880	5/18/1999	5/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.24
330299187082170	7/13/1999	7/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$96.40
330299244244670	8/27/1999	8/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.58
330299118098810	4/21/1999	4/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.81
330299252098880	8/31/1999	8/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
330189112009840	2/3/1999	2/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
330189112009850	2/4/1999	2/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
330299081327680	2/24/1999	2/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$347.14
330299214082110	2/5/1999	2/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
330299139107740	5/13/1999	5/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
330299182248440	5/28/1999	5/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.81
330299168104980	8/8/1999	8/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.14

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 Claims Final as of 01/31/2007, Pd to Prov>0

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Dr. Hugh Thompson (D993211724)

Service Dates: 01/01/1999-06/30/2002, Paid Dates: 01/01/1999-01/31/2007

DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
830299209127950	7/21/1999	7/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299244244720	8/25/1999	8/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299138097960	8/10/1999	8/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
830299138097400	5/11/1999	5/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
830299138107750	5/14/1999	5/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
830299138107760	5/13/1999	5/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
830299138107770	5/12/1999	5/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
830199088053740	1/13/1999	1/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
830299018115210	1/13/1999	1/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.18
830299020105620	1/18/1999	1/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$42.03
830299021100730	1/19/1999	1/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$42.03
830299022108140	1/20/1999	1/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$42.03
830299025088950	1/19/1999	1/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.28
830299108102370	4/13/1999	4/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$276.82
8302990178087090	8/20/1999	8/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$46.17
8302990179087100	8/19/1999	8/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$46.17
8302990179087110	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$46.17
8302990179247220	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299025090720	8/7/1999	8/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.87
830299028327770	8/9/1999	8/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.82
830299054083880	2/19/1999	2/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.11
830299054083870	2/18/1999	2/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.98
830299054083860	2/17/1999	2/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.98
830299082075960	2/18/1999	2/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.48
830299244244730	8/27/1999	8/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$30.25
830299244244740	8/27/1999	8/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$2.28
830299283227790	9/15/1999	9/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$32.63
830299313272490	11/1/1999	11/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.70
830299183090330	6/29/1999	6/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299189281950	7/8/1999	7/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.58
830199118040730	3/30/1999	3/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.29
830199118040740	4/1/1999	4/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.29
830199118040750	3/31/1999	3/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.29
830299000103820	3/30/1999	3/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
83029905117360	3/31/1999	3/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
83029905117390	4/1/1999	4/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
83029907107860	4/2/1999	4/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
830299067107870	4/5/1999	4/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.51
830299183090660	7/8/1999	7/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299195080120	7/8/1999	7/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.58
830299123113480	4/29/1999	4/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$302.88
830299174088650	4/29/1999	4/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$278.82
830299244244800	8/25/1999	8/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$81.69

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Dr. Hugh Thompson (D993211724)

Service Dates: 01/01/1999-06/20/2002, Paid Dates: 01/01/1999-01/31/2007

DCN	From Date	To Date	Prev ID	Prov Name	Group Name	Paid Prev Amt
830199098062850	1/23/1999	1/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
830199098062860	1/24/1999	1/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
830199098062870	1/25/1999	1/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
830199098062880	1/27/1999	1/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
830199118030780	1/26/1999	1/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
830199118030790	1/22/1999	1/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
8301991180307810	1/20/1999	1/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
8301991180307820	1/21/1999	1/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
830299022108110	1/20/1999	1/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299022108120	1/21/1999	1/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299022608940	1/22/1999	1/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299027118860	1/23/1999	1/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299027118870	1/24/1999	1/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299027118880	1/25/1999	1/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299028090450	1/28/1999	1/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299032084130	1/27/1999	1/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299032084140	1/28/1999	1/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299204084130	7/15/1999	7/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.71
830299028080830	1/8/1999	1/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.22
830299127085800	4/30/1999	4/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.80
830299201275280	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$109.89
830299201275270	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$286.91
830299209127810	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.88
830299033210890	11/23/1999	11/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830298179247180	6/21/1999	6/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$18.84
830299067390490	12/8/1999	12/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.24
830299085088310	3/25/1999	3/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299112108370	4/20/1999	4/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.88
830299112108380	4/21/1999	4/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.88
830299118085800	4/21/1999	4/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$286.91
830299120086450	4/22/1999	4/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.88
830299127095800	5/4/1999	5/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$54.78
830299188281840	7/8/1999	7/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.58
830299214082130	1/22/1999	1/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.33
830299147101090	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
830299225231220	8/10/1999	8/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.80
830299228188420	8/11/1999	8/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.80
830299118085800	4/23/1999	4/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$286.91
830299147101090	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$164.46
830299147101090	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.78
830299147101100	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.00
830299174086840	8/17/1999	8/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.28
830299013272480	11/2/1999	11/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$75.87

Confidential Proprietary
Claims Final as of 01/31/2007, Pd to Prov>0

D993211724

2007 APR 14 PM 12:02
DARWIN COUNTY, SC

FILED

Dr. Hugh Thompson (D993211724)

Service Dates: 01/01/1999-06/20/2002, Paid Dates: 01/01/1999-01/31/2007

DCM	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prev Amt
83029913807440	5/11/1999	5/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
830299147101110	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.14
830299174098860	6/17/1999	6/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.18
830299174098870	6/18/1999	6/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.18
830299351263760	12/8/1999	12/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$276.82
830299161072060	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$390.04
830299161072090	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$90.10
830199220009000	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
830299120086510	4/28/1999	4/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.78
830299161072120	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299161072130	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$30.18
830299168105140	6/10/1999	6/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.78
830299168105150	6/9/1999	6/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.78
830299168105160	6/11/1999	6/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.78
830299239097070	8/24/1999	8/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.88
830299239097080	8/24/1999	8/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$1.90
830299244244830	8/25/1999	8/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.85
830199355048820	2/2/1999	2/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.58
830299039114890	2/2/1999	2/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.36
830299161072140	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
830299040074400	2/2/1999	2/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$401.12
830299201275310	7/18/1999	7/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299201275320	7/18/1999	7/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.38
830299201275330	7/18/1999	7/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$18.33
830299204084180	7/18/1999	7/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
830299230104660	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$74.60
83029912108420	4/19/1999	4/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$91.98
830299230104710	8/10/1999	8/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.07
830299159082400	6/2/1999	6/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299225231250	8/9/1999	8/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$81.35
830299232102110	6/9/1999	6/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$91.98
830299159082410	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299208127970	7/21/1999	7/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.14
830299217099810	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.38
830299155111230	5/28/1999	5/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$33.03
830299278254600	9/27/1999	9/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299097107840	4/5/1999	4/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299216108270	8/2/1999	8/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.58
830299216108280	8/2/1999	8/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.24
830299216108290	8/2/1999	8/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$218.78
830299225231260	8/2/1999	8/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
830299077078220	3/18/1999	3/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299087313820	3/3/1999	3/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18

Confidential Proprietary
Claims Final as of 01/31/2007, Pd to Prov>0

d993211724_overpayment
[1999]

FILED
2010 APR 14 PM 12:02
MARSHALL TAYLOR
JUDGE OF SUPERIOR
COURT
DARLINGTON COUNTY, SC

DC#	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
830299165131850	5/27/1999	5/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$97.75
830299147101120	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$224.62
830299268227960	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$317.68
830299181147110	8/24/1999	8/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299181147120	8/25/1999	8/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299181147130	8/26/1999	8/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299178247280	6/18/1999	6/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299214082180	2/3/1999	2/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.88
830299214082190	2/4/1999	2/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.88
830299216108340	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299168105880	8/10/1999	8/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$124.89
830299174098680	8/16/1999	8/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299183090370	8/25/1999	8/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.71
830299118098020	4/28/1999	4/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299120088520	4/28/1999	4/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299252088680	8/2/1999	8/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$97.75
830299263228020	9/7/1999	9/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299239097090	8/20/1999	8/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$150.20
830299077078290	3/17/1999	3/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299130077580	5/5/1999	5/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.28
830299280104730	5/27/1999	5/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.89
830299061327800	2/23/1999	2/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$301.42
830299147101150	5/28/1999	5/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299152248580	5/28/1999	5/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$268.91
830299118098080	4/22/1999	4/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$292.91
830299127096040	5/5/1999	5/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830100163017050	11/29/1999	11/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.07
830299120086540	4/27/1999	4/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299120086540	4/27/1999	4/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299174098700	8/17/1999	8/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
839799242003180	2/18/1999	2/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
830299209129050	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$81.44
830299209129070	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
830299209129080	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299216108370	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299048084580	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
830299168261700	6/30/1999	6/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$39.98
830299189201710	7/1/1999	7/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$54.78
830299082104530	3/19/1999	3/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$347.14
830299090103980	3/30/1999	3/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$218.78
830299209128110	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.14
830298259071550	9/9/1999	9/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
830298263228100	9/9/1999	9/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.71

Confidential Proprietary
 Claims Final as of 01/31/2007, Pd to Prov=0

2010
 APR 14 PM 12:02
 DARRINGTON COUNTY, SC

FILED

Dr. Hugh Thompson (D993211724)

Service Dates: 01/01/1999-06/20/2002, Paid Dates: 01/01/1999-01/31/2007

DC#	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
830299223096180	8/5/1999	8/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.28
830299209128120	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
830299349516550	12/8/1999	12/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$26.78
830199258082110	8/30/1999	8/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.58
830199258082120	8/31/1999	8/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.58
830199258082130	9/1/1999	9/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830199258082140	9/1/1999	9/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$3.23
830199258082150	9/2/1999	9/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.58
830299181147270	8/24/1999	8/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.14
8302992442445000	8/25/1999	8/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.68
8302992442445000	8/26/1999	8/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$37.02
8302992442445010	8/27/1999	8/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.58
8302992442445020	8/28/1999	8/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.58
8302992442445030	8/29/1999	8/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.58
8302992520999850	9/3/1999	9/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.58
830299204084270	7/18/1999	7/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.24
830299281091880	8/23/1999	8/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299145099870	5/20/1999	5/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.24
830299181072220	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$307.88
830299021100780	1/19/1999	1/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$14.28
830299174098750	6/18/1999	6/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.00
830299077251830	3/18/1999	3/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.28
830299077251840	3/15/1999	3/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.38
830299077251850	3/16/1999	3/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299082104590	3/17/1999	3/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299239002200	8/24/1999	8/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.00
830299357390570	12/8/1999	12/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.70
830299174098780	8/20/1999	8/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$48.51
830299174098770	8/19/1999	8/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.80
830299174098760	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$62.58
8302992091281140	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$91.98
830299214082480	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.84
830299214082490	7/25/1999	7/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$33.74
830299214082500	7/24/1999	7/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.48
830299214082510	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299214082520	7/23/1999	7/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.30
830299214082530	7/22/1999	7/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299217099830	7/21/1999	7/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.38
830299259071800	9/10/1999	9/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$220.88
830299263228190	9/10/1999	9/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
830299147101170	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$244.16
830299085088410	3/24/1999	3/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$158.18
830299158071370	8/1/1999	8/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$70.88

Confidential Proprietary
 Claims Final as of 01/31/2007, Pd to Prov-0

0993211724
 HUGH S THOMPSON
 PARTIAL FOR COUNTY, SC

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Dr. Hugh Thompson (D993211724)

Service Dates: 01/01/1999-06/30/2002, Paid Dates: 01/01/1999-01/31/2007

DCM	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
830299159082390	6/3/1999	6/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.50
830299159082800	6/6/1999	6/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.80
830299159082810	6/4/1999	6/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.83
830299159082820	6/5/1999	6/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$87.80
830299161072250	6/6/1999	6/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.28
830299232102160	8/8/1999	8/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
830299220086570	4/27/1999	4/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.82
830299388251380	11/28/1999	11/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.18
830299343285180	11/29/1999	11/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.43
830299108091890	4/15/1999	4/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$282.70
830299108091890	4/15/1999	4/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.38
830299216108890	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
830299216108910	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.00
830299216108920	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299217089840	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.18
830299223089280	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$12.89
830299239087110	8/21/1999	8/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$18.87
830299032079900	2/25/1999	2/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$30.48
830299108102740	4/13/1999	4/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299111080090	4/13/1999	4/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.36
830299111080100	4/14/1999	4/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299111080110	4/15/1999	4/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299111080120	4/16/1999	4/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299214082980	2/23/1999	2/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.82
830299214082970	2/24/1999	2/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.82
830299214082960	2/25/1999	2/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.82
830299214082950	2/25/1999	2/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.82
830299088089770	4/9/1999	4/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.61
830299103088320	4/7/1999	4/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.51
830299178247490	6/23/1999	6/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$283.84
830299214182890	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.51
830299214182900	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.94
830299223088290	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.80
8302992209128200	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
830299147101180	5/28/1999	5/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.82
830299087108080	4/5/1999	4/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$278.82
830299077251900	3/18/1999	3/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.88
830299181072280	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$218.78
830299181072290	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
830299181147480	6/24/1999	6/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$283.38
830299042100270	2/9/1999	2/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299042100280	2/10/1999	2/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299047113760	2/11/1999	2/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.98

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Claims Final as of 01/31/2007, Pd to Prov>0

D993211724_overpayment
[1999]

MASTON JERRY
JUDGE OF PROBATE
DARLINGTON COURT V. SC

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Dr. Hugh Thompson (D993211724)

Service Dates: 01/01/1999-06/20/2002, Paid Dates: 01/01/1999-01/31/2007

DCR#	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
830299047113770	2/12/1999	2/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.08
830299047113780	2/13/1999	2/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.08
830299048000810	2/14/1999	2/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.98
830299070708200	3/9/1999	3/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$278.82
8302990341273080	12/2/1999	12/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299258071650	9/9/1999	9/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299283228640	9/9/1999	9/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$223.98
830299090104220	3/30/1999	3/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$278.82
830299238007120	8/17/1999	8/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.04
830299069108480	3/9/1999	3/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.68
830299074084300	3/10/1999	3/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.36
830299074084310	3/11/1999	3/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$81.36
830299076090130	3/12/1999	3/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$81.36
830299077251990	3/15/1999	3/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$81.36
830299077252000	3/14/1999	3/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.84
830299077252010	3/13/1999	3/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$81.36
830299077252020	3/18/1999	3/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$81.36
830299082104690	3/17/1999	3/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$81.36
830299132074850	5/9/1999	5/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$278.82
830299145008940	5/20/1999	5/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$81.77
830299214192716	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$81.68
830299342228310	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$54.37
830299344345180	8/23/1999	8/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$64.78
830299349071890	8/19/1999	8/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$64.78
830299351328130	2/24/1999	2/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.18
830299189105790	8/10/1999	8/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.71
830299043040890	2/10/1999	2/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299218070070	3/8/1999	3/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.46
830299069108800	3/8/1999	3/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$18.78
830200007252370	11/24/1999	11/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830299338457810	11/24/1999	11/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299239087130	8/17/1999	8/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$286.91
830299228231310	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$286.91
830299201276530	7/13/1999	7/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$519.00
830299217098990	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$90.14
830299318288820	11/2/1999	11/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$278.82
830299084083820	2/19/1999	2/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$181.90
830299069099310	2/18/1999	2/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.40
830299096117720	3/9/1999	3/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299169105820	6/15/1999	6/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299174088990	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.15
830299139107800	8/14/1999	8/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$16.84
830299182248820	6/28/1999	6/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$286.91

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Claims Final as of 01/31/2007, Pd to Prov=0

d993211724_overpayment
[1999]

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MARVIN LAYSON
JUDGE OF PROBATE
DARLINGTON COUNTY, SC

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Dr. Hugh Thompson (D993211724)

Service Dates: 01/01/1999-06/20/2002, Paid Dates: 01/01/1999-01/31/2007

DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
830299214152790	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.85
830299120099810	4/28/1999	4/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$91.98
830299209128300	7/23/1999	7/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$294.91
830299148000060	6/20/1999	6/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.58
830200016286340	12/10/1999	12/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$11.27
830299168105310	6/14/1999	6/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$109.72
83029932232420	12/8/1999	12/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$79.51
830299162249990	5/28/1999	5/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299209128310	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$294.91
830299214182760	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299214182770	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.28
830299217099910	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.15
830299239097140	8/23/1999	8/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$340.08
830299147101240	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.40
830299147101250	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.10
830299112108680	4/19/1999	4/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.99
830299123119340	4/29/1999	4/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$317.99
830299281275530	10/4/1999	10/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299040071440	2/3/1999	2/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$27.14
830299103099360	4/7/1999	4/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.84
830299103099370	4/8/1999	4/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.84
830299103099380	4/9/1999	4/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.84
830299120099820	4/28/1999	4/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$90.14
830299168105320	6/10/1999	6/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$228.92
830299202077800	7/19/1999	7/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$180.83
830299242229920	6/17/1999	6/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.95
830299168105330	6/9/1999	6/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$224.08
830299168105320	6/9/1999	6/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299282800060	8/1/1999	8/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$223.98
830299071078290	3/15/1999	3/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299174099960	6/18/1999	6/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299282800080	6/30/1999	6/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830199059039840	1/20/1999	1/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$99.74
830299174099950	6/17/1999	6/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
8302992828001160	6/20/1999	6/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.77
830299123119350	4/29/1999	4/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$393.95
830299174099900	4/29/1999	4/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299077078300	3/16/1999	3/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299239097160	8/20/1999	8/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.35
830299145097000	6/18/1999	6/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299108109960	4/14/1999	4/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299109082020	4/15/1999	4/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.24
830299048084820	2/16/1999	2/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$389.98

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Claims Final as of 01/31/2007, Pd to Prov=0

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 DARRELL R. COOPER, JR.
 CLERK OF COURT, SC
 D993211724

DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
830296082076200	3/27/1999	3/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$388.10
830296155071400	5/27/1999	5/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830296042101280	2/9/1999	2/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.04
830296127095170	5/5/1999	5/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830296237110730	8/19/1999	8/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$63.00
830296147101280	5/24/1999	5/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830296147101280	5/24/1999	5/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$278.82
830296152246980	5/28/1999	5/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.98
830296152246980	5/27/1999	5/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830296155111970	5/27/1999	5/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830296230067170	8/24/1999	8/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$63.00
830296313272550	11/2/1999	11/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.34
830296322280880	11/8/1999	11/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.70
830296333111970	11/23/1999	11/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830296341273280	12/9/1999	12/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.13
830296400744550	2/3/1999	2/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$339.51
8302964197082380	7/13/1999	7/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$96.40
8302964197082370	7/13/1999	7/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$15.07
8302964339489040	11/28/1999	11/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
8302964127095180	5/4/1999	5/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$24.42
830296401328380	2/23/1999	2/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.88
830296061328380	2/24/1999	2/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.55
830296281091740	8/23/1999	8/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830296155071420	8/1/1999	8/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$98.40
830296174098980	8/17/1999	8/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$205.91
830296141074300	5/17/1999	5/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.77
830199098083000	1/20/1999	1/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.88
830199098083010	1/18/1999	1/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$17.18
830199098083020	1/19/1999	1/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.88
83029621100880	1/19/1999	1/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.22
830296022105430	1/20/1999	1/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830296168109000	8/15/1999	8/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.79
830296174098980	8/17/1999	8/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$30.22
830296174098980	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.79
830296174098980	8/20/1999	8/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$102.88
830296174098980	8/19/1999	8/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$102.88
830296174098980	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$111.24
830296181147600	8/21/1999	8/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$102.88
830296201275810	7/13/1999	7/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.79
830296201275820	7/18/1999	7/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$54.09
830296201275830	7/17/1999	7/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.22
830296201275840	7/18/1999	7/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.22
830296201275850	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.79

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DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prev Amt
830299201278800	7/15/1999	7/15/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$50.22
830299204084420	7/19/1999	7/19/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$64.08
830299214192800	7/29/1999	7/29/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$278.32
830299214192810	7/29/1999	7/29/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.28
830299217099900	7/29/1999	7/29/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.15
830299077078310	3/16/1999	3/16/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$185.82
830299357390700	12/7/1999	12/7/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$18.54
830299169062500	8/4/1999	8/4/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$49.50
830299169062500	8/4/1999	8/4/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
830299048084540	2/18/1999	2/18/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.75
830299095117690	3/31/1999	3/31/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$218.78
830299132078000	8/7/1999	8/7/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$168.18
830299132078010	8/7/1999	8/7/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.97
830299147101320	5/21/1999	5/21/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.26
830299214192820	7/28/1999	7/28/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.92
830299214192830	7/28/1999	7/28/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299214192840	7/28/1999	7/28/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.34
830299214192850	7/30/1999	7/30/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.38
830299223099900	8/3/1999	8/3/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.96
830299232289900	8/15/1999	8/15/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.28
830299120088650	4/29/1999	4/29/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$75.98
830299123113870	4/29/1999	4/29/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$75.98
830299123113880	4/30/1999	4/30/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.98
830299123113890	5/2/1999	5/2/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
830299123113900	5/1/1999	5/1/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
830299125066100	8/3/1999	8/3/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.64
830299193060700	7/8/1999	7/8/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.45
830299193060700	7/8/1999	7/8/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$1.90
830299193060770	7/8/1999	7/8/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.45
830299193060780	7/8/1999	7/8/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$1.80
830299193060790	7/7/1999	7/7/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299193060810	7/8/1999	7/8/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299214088820	2/5/1999	2/5/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.68
830299283228610	2/5/1999	2/5/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$1.28
830299033116220	1/21/1999	1/21/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$94.45
830299033116230	1/21/1999	1/21/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$3.70
830299033116240	2/1/1999	2/1/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$22.28
830299141074520	8/17/1999	8/17/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
830299320249190	1/8/1999	1/8/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.70
830299204084430	7/19/1999	7/19/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$63.00
830299209128490	7/19/1999	7/19/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
830299019118960	1/12/1999	1/12/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.81
830299019118990	1/13/1999	1/13/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.11

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 Claims Final as of 01/31/2007, Pd to Prov=0

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 DALLAS COUNTY TEXAS

Dr. Hugh Thompson (D093211724)

Service Dates: 01/01/1999-08/20/2002, Paid Dates: 01/01/1999-01/31/2007

DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prev Amt
830299019115700	1/14/1999	1/14/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$1.79
830299019115710	1/14/1999	1/14/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299019115720	1/15/1999	1/15/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$1.79
830299019115730	1/15/1999	1/15/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299219105710	7/29/1999	7/29/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299219105740	4/21/1999	4/21/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$293.91
890299129006220	5/3/1999	5/3/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$24.82
830299239007180	8/23/1999	8/23/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299181147080	8/22/1999	8/22/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$48.57
830299214192670	7/29/1999	7/29/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$293.91
830299181147080	8/24/1999	8/24/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$48.22
830299141074980	8/17/1999	8/17/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$293.91
830299251299480	8/29/1999	8/29/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$293.91
830299228199500	8/12/1999	8/12/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.94
830299228199510	8/12/1999	8/12/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.00
830299228199520	8/12/1999	8/12/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$273.82
830299239007190	8/18/1999	8/18/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$293.91
830299040074490	2/4/1999	2/4/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.48
830299182299140	5/29/1999	5/29/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.15
830299214192990	7/29/1999	7/29/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.92
830299214192990	7/29/1999	7/29/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$273.82
830299040074470	2/8/1999	2/8/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
830299228231390	8/9/1999	8/9/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$84.71
830299228231390	8/9/1999	8/9/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$293.91
830299214082840	2/4/1999	2/4/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299214082860	2/5/1999	2/5/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299214082880	2/8/1999	2/8/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299214082870	2/7/1999	2/7/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299179247840	8/5/1999	8/5/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.38
830299280104900	7/8/1999	7/8/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.09
830299230104910	7/11/1999	7/11/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.07
830299230104920	8/12/1999	8/12/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.09
830299125098260	5/3/1999	5/3/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$136.82
830299253228220	9/8/1999	9/8/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$293.91
830299040074490	2/3/1999	2/3/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$167.09
8302992299229020	8/10/1999	8/10/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.77
830299229906870	3/4/1999	3/4/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.07
830299229906880	6/3/1999	6/3/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.09
830299079090430	3/8/1999	3/8/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$33.14
830299079090440	3/8/1999	3/8/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$2.82
830299082104910	3/18/1999	3/18/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$36.03
8302990007252760	12/17/1999	12/17/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.99
830299337281070	11/29/1999	11/29/1999	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$48.99

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Dr. Hugh Thompson (D993211724)

Service Dates: 01/01/1999-08/20/2002, Paid Dates: 01/01/1999-01/31/2007

DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
830299343255290	12/3/1999	12/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$82.75
830299343905900	11/29/1999	11/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$27.55
830299357360340	12/13/1999	12/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830299372306940	8/4/1999	8/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$13.00
830299383009770	8/28/1999	8/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$98.00
830299383009780	8/28/1999	8/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$278.82
830299383009790	8/28/1999	8/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299383009800	8/28/1999	8/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$280.95
830199272059110	9/7/1999	9/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.18
830199272059120	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.18
830199272059130	9/8/1999	9/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.18
830299201278720	7/18/1999	7/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
830299204094470	7/18/1999	7/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.01
830299252003210	8/30/1999	8/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.24
830299341273290	12/8/1999	12/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$173.67
830299282313000	8/2/1999	8/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.28
830299216108730	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$11.91
830299216108740	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$16.83
830299217100090	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299228231870	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.01
830299214109290	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$63.00
830299217100040	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.01
830299382316990	11/30/1999	11/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830199178036580	2/24/1999	2/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$23.10
830199355049990	1/20/1999	1/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.58
830299022108490	1/21/1999	1/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$19.50
830299061389500	2/24/1999	2/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$252.72
830299047115810	2/11/1999	2/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$347.14
830299333211200	11/23/1999	11/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830299120089580	4/29/1999	4/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$344.15
830299145097210	6/20/1999	6/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299145097220	6/20/1999	6/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299201273970	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299232102300	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.24
830299237110810	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299315299030	11/1/1999	11/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830299308228990	10/18/1999	10/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830299216108800	7/27/1999	7/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830199355047130	8/30/1999	8/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.48
830199355047140	8/31/1999	8/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.58
830299259002950	9/1/1999	9/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$1.90
830299259071980	8/31/1999	8/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35

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 HANNAH L. THOMPSON
 JUDGE LEF PARRIS
 CARLHOLTON COUNTY, SC

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DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
830299259072000	6/30/1999	6/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299289072010	6/1/1999	6/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$36.45
830199218090990	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$66.40
830299109092070	4/15/1999	4/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
830299109092090	4/15/1999	4/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299049090990	2/10/1999	2/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.78
830299099094990	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
8302990990979240	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
830299199090220	7/1/1999	7/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$66.40
830299201276790	7/2/1999	7/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$2.23
830299202077990	7/1/1999	7/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$61.57
830299203077990	7/1/1999	7/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$3.00
830199189022910	6/15/1999	6/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$276.62
830199211001220	7/13/1999	7/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$91.35
830199211001250	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830199211001260	7/12/1999	7/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299061326540	2/25/1999	2/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$62.18
830299091298990	7/19/1999	7/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$63.24
830299251299090	6/1/1999	6/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$26.24
830299262098280	6/1/1999	6/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.62
830299252098290	6/1/1999	6/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
830299082105000	3/19/1999	3/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$288.49
830299203229040	6/6/1999	6/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$289.69
830299119096440	4/22/1999	4/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$91.99
830299203229060	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
830299077078320	3/11/1999	3/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$276.62
830299103096390	4/8/1999	4/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$65.38
830299140997280	6/20/1999	6/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.22
830299140997280	6/21/1999	6/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.22
830299199071860	6/31/1999	6/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.74
830299199071870	6/30/1999	6/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.74
830299199071880	6/29/1999	6/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.74
830299199071890	6/28/1999	6/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.74
830299199071900	6/27/1999	6/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.74
830299199071910	6/1/1999	6/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.74
830299203098990	11/11/1999	11/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.07
830299327298990	11/16/1999	11/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.08
830299338211220	11/23/1999	11/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.19
830299338251990	11/30/1999	11/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.92
830299339498470	11/23/1999	11/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.10
830299341273990	12/2/1999	12/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$49.75
830299341273970	12/2/1999	12/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.80
830299141074390	5/17/1999	5/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.16

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Dr. Hugh Thompson (D993211724)

Service Dates: 01/01/1999-09/30/2002, Paid Dates: 01/01/1999-01/31/2007

OCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prev Amt
830299160083070	6/4/1999	6/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299159083080	6/4/1999	6/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299047113830	2/11/1999	2/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.82
830299047113840	2/12/1999	2/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299047113850	2/13/1999	2/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299048084990	2/14/1999	2/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299174099340	6/16/1999	6/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299283090380	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.28
830299040074650	2/6/1999	2/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.83
830299042100830	2/6/1999	2/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.98
830299040242590	2/10/1999	2/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.98
830299047113860	2/11/1999	2/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.98
830299047113870	2/12/1999	2/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.98
830299047113880	2/13/1999	2/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.98
830299048084700	2/14/1999	2/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.98
830299048084710	2/16/1999	2/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.98
830299048084000	2/18/1999	2/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.32
830299048084010	2/17/1999	2/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.98
830299062076270	2/17/1999	2/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.48
830299181072990	6/9/1999	6/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.58
830299200202840	12/17/1999	12/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830299077076330	3/9/1999	3/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299141074410	5/17/1999	5/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299181147740	6/25/1999	6/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$124.45
830299148087340	5/19/1999	5/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$48.67
830299281061780	8/24/1999	8/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$104.83
830299181070880	6/26/1999	6/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$340.77
830299209129680	7/21/1999	7/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.98
830189088063370	1/7/1999	1/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
830189088063370	1/8/1999	1/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
830189088063370	1/9/1999	1/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
830299008060830	1/6/1999	1/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299012109180	1/7/1999	1/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299012109180	1/8/1999	1/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299012109170	1/9/1999	1/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299012109180	1/10/1999	1/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299033110280	1/7/1999	1/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.48
83029904094570	7/21/1999	7/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.98
830299209129900	7/21/1999	7/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299201278780	7/12/1999	7/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.98
830299201278800	7/12/1999	7/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299161072730	6/7/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.58
830299176247770	6/21/1999	6/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91

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Claims Final as of 01/31/2007, Pd to Prov=0

D993211724_overpayment

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 DARRINGTON COUNTY, SC

DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prev Amt
830299189281990	8/30/1999	8/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$98.00
830299189281990	8/30/1999	8/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$124.89
830299217100090	7/28/1999	7/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$296.91
830299118009540	4/22/1999	4/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$296.91
830299132078180	5/8/1999	5/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$84.09
830299132078170	5/8/1999	5/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$84.09
830299138007830	8/10/1999	8/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$13.87
830299150071630	5/7/1999	5/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$84.09
830299058090550	1/19/1999	1/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.72
830299058090550	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.28
830299091058390	3/17/1999	3/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.78
830299223096780	3/18/1999	3/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.07
830299223096790	4/8/1999	4/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.89
830299035730990	12/20/1999	12/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$42.85
830299077078340	3/11/1999	3/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299223231430	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$223.99
83020004298450	12/27/1999	12/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.70
830299103086400	4/7/1999	4/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299109092110	4/18/1999	4/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.84
830299110100720	4/17/1999	4/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.93
830299112108730	4/20/1999	4/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.80
830299112108740	4/18/1999	4/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.80
830299112108750	4/21/1999	4/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.80
830299120088720	4/23/1999	4/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.80
830299120088730	4/23/1999	4/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.80
83029918108990	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.38
830299217109110	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$519.90
830299152249340	5/27/1999	5/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299159083120	6/2/1999	6/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$296.91
830299168088120	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.28
830299252090400	9/2/1999	9/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$124.89
830299226231430	8/2/1999	8/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.14
830299179087090	8/17/1999	8/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$52.25
830299181148410	8/22/1999	8/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.18
830299181148420	8/23/1999	8/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.18
830299147101400	5/24/1999	5/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299109082180	4/16/1999	4/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299252090420	9/1/1999	9/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$296.91
830299103086420	4/7/1999	4/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.84
830299103086430	4/8/1999	4/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.84
830299103086440	4/9/1999	4/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.84
830299189282020	6/30/1999	6/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$324.82
830299341273480	12/3/1999	12/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$202.80

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DCH	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
83029926711700	8/14/1999	8/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.00
830299343225400	10/28/1999	10/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$168.98
830299343265470	11/30/1999	11/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.35
830299223231440	8/2/1999	8/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$206.91
830299028077570	4/7/1999	4/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.39
830299147101410	5/24/1999	5/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$223.06
830299185071660	6/28/1999	6/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$234.32
830299183090840	8/23/1999	8/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
830299181147820	8/22/1999	8/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$265.91
830299182282060	7/8/1999	7/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.98
830299198090820	7/8/1999	7/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.76
830299201278560	7/18/1999	7/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.82
830299201278570	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$281.75
830299067314430	3/3/1999	3/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$107.96
830299067314430	3/3/1999	3/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$9.94
830299286082870	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$293.91
830299181147840	6/18/1999	6/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.98
830199112067890	2/1/1999	2/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
830199118040700	3/30/1999	3/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
830199118040710	3/31/1999	3/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
830199118040720	4/1/1999	4/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
830299030118880	2/3/1999	2/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.04
830299047113900	2/11/1999	2/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$37.09
830299090104660	3/30/1999	3/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.18
8302990905117970	3/31/1999	3/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.18
8302990905117980	4/1/1999	4/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.18
830299120069780	4/26/1999	4/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$36.73
830299139107920	5/14/1999	5/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.91
830299139107930	5/13/1999	5/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.78
830299139107940	5/12/1999	5/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$49.78
830299181147890	6/22/1999	6/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$398.06
830299185090280	7/1/1999	7/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.22
830299326249900	11/11/1999	11/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$33.49
830299201278560	7/13/1999	7/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$32.70
830299181072810	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299127069410	3/5/1999	3/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$124.89
830199069069760	1/4/1999	1/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.58
830299147101420	5/26/1999	5/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
830299120069770	4/28/1999	4/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
830299328249920	11/18/1999	11/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.07
83029933211280	11/22/1999	11/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830299132079340	5/7/1999	5/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$208.91

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 Claims Final as of 01/31/2007, Pd to Prov=0

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 JUDGE DELEGATE
 DISTRICT COURT, SC

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DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prev Amt
830299201275900	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$50.14
830299169069140	6/10/1999	6/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299189106270	6/10/1999	6/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$288.61
8302990687514480	3/3/1999	3/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
830299155071700	6/1/1999	6/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$216.78
830299159093230	8/1/1999	8/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$385.91
830299209128720	7/22/1999	7/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$228.98
830299147101440	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299239097220	8/20/1999	8/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$118.78
830299178947880	6/18/1999	6/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$46.57
830299189292100	6/30/1999	6/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$23.80
830299189292110	6/30/1999	6/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$1.94
830299189292120	7/1/1999	7/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.60
830299189292130	7/1/1999	7/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$5.94
830299238251490	8/5/1999	8/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.60
830299228188830	8/12/1999	8/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$129.60
830299181072900	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.24
830299217100160	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299801292910	10/28/1999	10/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.07
830299225231490	8/4/1999	8/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$288.61
830299189106320	6/10/1999	6/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
830299156111410	6/2/1999	6/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.38
830200011291410	12/27/1999	12/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.21
830299333211310	11/22/1999	11/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.68
830299181072950	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$175.82
830299181072960	6/8/1999	6/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$265.91
830299209128750	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.14
830299333211330	11/29/1999	11/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.24
830299339099910	11/22/1999	11/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299189071710	5/25/1999	5/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$75.93
830299189071720	5/26/1999	5/26/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$75.93
830299139107990	5/12/1999	5/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
830299201276980	7/15/1999	7/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$30.32
830299152249960	5/27/1999	5/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.40
830299189071730	5/28/1999	5/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.26
830299228231810	8/11/1999	8/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.26
830299228231820	8/11/1999	8/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.24
830299228189840	8/11/1999	8/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.00
830299228189850	8/11/1999	8/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299110100890	4/19/1999	4/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
83029903272600	11/1/1999	11/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.18
830199360088130	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.00
830299033110890	1/21/1999	1/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$119.44

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 Claims Final as of 01/31/2007, Pd to Prov>0

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 ARRLINGTON COUNTY, SC

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DCM	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
830299033116300	1/21/1999	1/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$3.70
830299156071740	6/8/1999	6/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$99.00
830299201279000	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.71
830299239097230	6/25/1999	6/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.84
830299267111820	9/21/1999	9/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.32
830299341273530	11/29/1999	11/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.70
830299357281140	11/29/1999	11/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.35
8302993523080510	6/1/1999	6/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.91
8302991397108020	6/12/1999	6/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299159083310	6/4/1999	6/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$84.71
830299174099650	6/17/1999	6/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$127.39
830299183091000	6/29/1999	6/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$26.77
830299230708180	6/13/1999	6/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$69.92
830299230108180	6/13/1999	6/13/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$59.34
830299322200900	11/27/1999	11/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.18
830299334261750	11/30/1999	11/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$45.18
830299336251750	11/30/1999	11/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299341273530	11/29/1999	11/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.07
830199105032730	3/18/1999	3/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.29
830199116002480	1/5/1999	1/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.49
830199116002800	3/18/1999	3/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$82.25
830199116003820	1/5/1999	1/5/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$82.25
830199116008830	3/12/1999	3/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.49
830199116009870	3/12/1999	3/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$82.25
830199116002890	3/25/1999	3/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$82.25
830199116002890	3/25/1999	3/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.49
830199116008770	3/18/1999	3/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$82.25
830199116008790	3/18/1999	3/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.20
830199116008860	4/1/1999	4/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.45
830299179067270	6/11/1999	6/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$91.62
830299179067280	6/11/1999	6/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.62
830299183090850	7/8/1999	7/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.28
830299214082740	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$81.62
830299214082750	7/29/1999	7/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.62
830299228070210	6/9/1999	6/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$61.62
830299228070220	6/9/1999	6/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.62
830299230106170	7/8/1999	7/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.69
830299251472070	6/16/1999	6/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$45.10
830299251472080	6/16/1999	6/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$0.65
830299174099650	6/17/1999	6/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$13.00
83029900104810	3/30/1999	3/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$219.78
830299183091010	6/25/1999	6/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.14
830299239097240	6/24/1999	6/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.14

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 Claims Final as of 01/31/2007, Pd to Prov=0

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2010 APR 14 PM 12:03
 KAREN L. THOMPSON
 JUDGE OF PROBATE
 DARLINGTON COUNTY, SC

FILED

Dr. Hugh Thompson (D993211724)

Service Dates: 01/01/1999-06/20/2002, Paid Dates: 01/01/1999-01/31/2007

DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
830299032084880	1/12/1999	1/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
830299822280910	11/9/1999	11/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830299830958800	11/16/1999	11/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$37.28
830299120088800	4/27/1999	4/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$288.00
830299201275700	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$89.60
830299201275710	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$293.91
830299118098700	4/21/1999	4/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$268.70
830299139108030	5/14/1999	5/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.63
830299181147890	6/24/1999	6/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$286.91
830299090104830	3/29/1999	3/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$218.78
830189090088448	1/7/1999	1/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.29
830299008008940	1/6/1999	1/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$18.50
830299012109810	1/7/1999	1/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299343288620	12/8/1999	12/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.70
830299146007630	5/21/1999	5/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$218.78
830299147101490	5/21/1999	5/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.91
830299189108890	6/9/1999	6/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$288.01
830299237111030	8/10/1999	8/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
830299139083370	6/2/1999	6/2/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.82
830299139108040	5/12/1999	5/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.82
830299152498220	5/10/1999	5/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299152498330	5/11/1999	5/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299204084780	7/16/1999	7/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$288.91
830299145067780	5/20/1999	5/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.82
830299217100280	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$33.14
830299181148880	6/22/1999	6/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299283228420	9/9/1999	9/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$288.91
830299251288800	8/31/1999	8/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
830299261288810	8/31/1999	8/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.26
830299251288830	8/31/1999	8/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299252088830	8/31/1999	8/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$288.91
830299225231540	8/8/1999	8/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$378.82
830299232102400	8/8/1999	8/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$288.91
830299259072270	8/8/1999	8/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299283228430	9/9/1999	9/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$288.91
830299120088810	4/28/1999	4/28/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$60.14
830299098118080	4/8/1999	4/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299217100280	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$293.91
830299159083480	8/7/1999	8/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
330299225231580	8/3/1999	8/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$288.91
330199280001500	8/17/1999	8/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$97.75
330199291121840	8/17/1999	8/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$97.75
330299118098630	4/22/1999	4/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$23.58

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Claims Final as of 01/31/2007, Pd to Prov=0

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2010 APR 14 PM 12:03
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MARVIN L. THOMPSON
JUDGE OF PROBATE
DARLINGTON COUNTY, SC

Dr. Hugh Thompson (D993211724)

Service Dates: 01/01/1999-06/30/2002, Paid Dates: 01/01/1999-01/31/2007

DCM	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
830299174099770	6/14/1999	6/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.77
830299237111110	6/10/1999	6/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$265.91
830299201270070	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$263.28
830299201270060	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
830299077078990	3/12/1999	3/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299367391170	12/14/1999	12/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.70
830299332252780	12/8/1999	12/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.49
830299351284120	12/8/1999	12/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$276.62
830299237111160	6/19/1999	6/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.00
830299237111160	6/19/1999	6/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$276.62
830299174099780	6/17/1999	6/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$98.40
830299179248000	6/21/1999	6/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.35
830299179248010	6/21/1999	6/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$18.80
830299179248020	6/19/1999	6/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299181148050	6/21/1999	6/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299228189980	6/12/1999	6/12/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.28
830299141074670	5/17/1999	5/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$265.91
830299189289170	6/30/1999	6/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$266.91
830299061839000	2/22/1999	2/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.34
830299061329010	2/23/1999	2/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$66.51
830299061329020	2/24/1999	2/24/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$66.51
830299061329030	2/25/1999	2/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$66.51
830299201270110	7/14/1999	7/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$48.57
830299251289770	8/23/1999	8/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$1.57
830299289072800	9/10/1999	9/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.28
830299289072280	9/10/1999	9/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$218.78
830299289072830	9/10/1999	9/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$285.81
830299159083480	8/4/1999	8/4/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.04
830299229097140	8/6/1999	8/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.58
830299229097180	8/6/1999	8/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$24.24
830299229097180	8/6/1999	8/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299229097180	8/6/1999	8/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299230106380	3/25/1999	3/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.07
830299158105690	6/14/1999	6/14/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830199090006620	1/8/1999	1/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.29
830199090006630	1/8/1999	1/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.29
830299012108410	1/8/1999	1/8/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$14.08
830299232009080	9/7/1999	9/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.58
830299232009080	9/7/1999	9/7/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$359.50
830299185090580	7/6/1999	7/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.00
830299092108930	3/17/1999	3/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$75.93
830299082105540	3/19/1999	3/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$75.93
830299082105580	3/19/1999	3/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$75.93

Confidential Proprietary
Claims Final as of 01/31/2007, Pd to Prov=0

D993211724_overpayment

2010 APR 14 PM 12:03
JUDGE OF PEACE
DARLINGTON COUNTY, SC

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Dr. Hugh Thompson (D993211724)

Service Dates: 01/01/1999-08/20/2002, Paid Dates: 01/01/1999-01/31/2007

DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prev Amt
830299147101480	5/29/1999	6/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$99.00
830299158111420	5/30/1999	5/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$99.00
830299165111430	5/29/1999	6/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$99.00
830299153111440	5/29/1999	6/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$99.00
830299159111450	5/27/1999	6/27/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$99.00
830299244245940	8/25/1999	8/25/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.71
830299258072310	9/6/1999	9/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
830299166106940	6/6/1999	6/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.74
830299259072320	9/6/1999	9/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
830299189091070	6/29/1999	6/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$93.00
830299183091080	6/29/1999	6/29/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.63
830299244246080	8/21/1999	8/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$97.93
830299244246090	8/20/1999	8/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$97.93
830299244246100	8/22/1999	8/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$97.93
830299244246010	8/23/1999	8/23/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$97.93
830299293229990	9/6/1999	9/9/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$255.91
830299293229980	2/22/1999	2/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.28
830299139097670	6/10/1999	6/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$95.14
8302992322102480	8/18/1999	8/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$78.58
830299261289780	8/31/1999	8/31/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.28
830299351264180	12/6/1999	12/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830199200134320	6/11/1999	6/11/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.77
830299217100320	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$124.89
830299077078420	3/10/1999	3/10/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299064084330	2/19/1999	2/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$98.98
830299064084940	2/18/1999	2/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$98.98
830299064084960	2/17/1999	2/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$98.98
830299063076810	2/17/1999	2/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.48
830299063076820	2/18/1999	2/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.48
830299201276160	7/16/1999	7/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299201276170	7/17/1999	7/17/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299201276180	7/18/1999	7/18/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299204084840	7/19/1999	7/19/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299204084850	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299204084860	7/21/1999	7/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299208129000	7/22/1999	7/22/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299208129010	7/21/1999	7/21/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$255.30
839799048000920	2/15/1999	2/15/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$98.98
839799048000930	2/16/1999	2/16/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$98.98
830299067314680	3/3/1999	3/3/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.16
830299313272960	11/1/1999	11/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830299189093330	6/1/1999	6/1/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$265.91
830299161073280	6/6/1999	6/6/1999	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82

Confidential Proprietary
Claims Final as of 01/31/2007, Pd to Prov>0

0893211724_overpayment
(1999)

MASSIE J. AREAR
JUDGE OF PROBATE
DARLINGTON COUNTY, SC

2010 APR 14 PM 12:03

FILED

Dr. Hugh Thompson (D893211724)

Service Dates: 01/01/1998-06/30/2002, Paid Dates: 01/01/1998-01/31/2007

DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
830299174098690	6/18/1999	6/18/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$50.14
830299108108670	4/14/1999	4/14/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$218.78
830299189262210	6/30/1999	6/30/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$13.67
830299189262220	7/2/1999	7/2/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.77
830299128113730	4/27/1999	4/27/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.97
830299145087840	5/19/1999	5/19/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$80.14
830299069053660	1/8/1999	1/8/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
830299092048010	1/2/1999	1/2/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
830299082045040	1/1/1999	1/1/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.29
830299009101640	1/1/1999	1/1/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$85.22
830299008101650	1/3/1999	1/3/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299007044780	1/4/1999	1/4/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299017044790	1/5/1999	1/5/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
83029900000970	1/9/1999	1/9/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.11
830299040074640	2/3/1999	2/3/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$403.18
830299120069820	4/28/1999	4/28/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299174099940	6/18/1999	6/18/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299262711960	9/22/1999	9/22/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299109022190	4/15/1999	4/15/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299159063540	6/7/1999	6/7/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$218.78
830299109022190	4/15/1999	4/15/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.95
830299162246960	5/29/1999	5/29/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$519.80
830299040074650	1/12/1999	1/12/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.25
830299061229180	2/17/1999	2/17/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$3.00
830299062078680	2/17/1999	2/17/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$29.25
830299081098410	2/10/1999	2/10/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$44.38
830299179067310	6/10/1999	6/10/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299179067320	6/8/1999	6/8/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299179067330	6/11/1999	6/11/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299214082820	6/2/1999	6/2/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299214082830	6/6/1999	6/6/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$37.43
830299214082840	6/4/1999	6/4/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$32.25
830299214082850	6/7/1999	6/7/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299214082860	6/5/1999	6/5/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$37.43
830299214082870	6/8/1999	6/8/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830299147101470	5/22/1999	5/22/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$48.57
830299145067850	5/18/1999	5/18/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830299259067300	6/17/1999	6/17/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$61.98
830299048064690	2/16/1999	2/16/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$275.82
830299189091150	6/29/1999	6/29/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$76.68
830299259067310	6/17/1999	6/17/1999	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$295.91
830199217002030	1/31/1998	1/31/1998	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35
830199217002040	1/30/1998	1/30/1998	D893211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.35

Confidential Proprietary
Claims Final as of 01/31/2007, Pd to Prov=0

D893211724_overpayment
[1998]

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CHARLESTON COUNTY, SC

TriCenturion

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Dr. Hugh Thompson (D993211724)

Service Dates: 01/01/1999-06/30/2002, Paid Dates: 01/01/1999-01/31/2007

DC#	From Date	To Date	Prov ID	Prov Name	Group Name	Paid From Amt
830199217002050	1/29/1999	1/29/1999	D993211724	THOMPSON HUGH B	PEE DEE HEALTH CARE PA	\$31.95
830299189000910	7/7/1999	7/7/1999	D993211724	THOMPSON HUGH B	PEE DEE HEALTH CARE PA	\$93.00
830399217100850	7/30/1999	7/30/1999	D993211724	THOMPSON HUGH B	PEE DEE HEALTH CARE PA	\$295.91
830299189071770	8/2/1999	8/2/1999	D993211724	THOMPSON HUGH B	PEE DEE HEALTH CARE PA	\$93.00
830299204084870	7/19/1999	7/19/1999	D993211724	THOMPSON HUGH B	PEE DEE HEALTH CARE PA	\$295.91
830299189108610	8/15/1999	8/15/1999	D993211724	THOMPSON HUGH B	PEE DEE HEALTH CARE PA	\$32.02
830299209129090	7/20/1999	7/20/1999	D993211724	THOMPSON HUGH B	PEE DEE HEALTH CARE PA	\$295.91
						\$200,586.86

Confidential Proprietary
Claims Final as of 01/31/2007, Pd to Prov=0

D993211724_overpayment
[1999]

HARVEY L. LAWSON
JUDGE OF PROBATE
DARLINGTON COUNTY, SC

2010 APR 14 PM 12:03

FILED

DOB	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prev Amt
830100396022500	2/8/2000	2/8/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.20
830100396022810	1/18/2000	1/18/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.20
830100140049870	4/14/2000	4/14/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$48.94
830100140049880	4/14/2000	4/14/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$3.00
830200047280180	2/14/2000	2/14/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.22
830200115228140	4/14/2000	4/14/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200158255700	4/14/2000	4/14/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$14.98
830200194251980	7/7/2000	7/7/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200118247980	4/14/2000	4/14/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$43.81
830200300270420	10/24/2000	10/24/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200094216810	8/27/2000	8/27/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$55.82
830200033252540	1/17/2000	1/17/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.94
830200045241420	1/14/2000	1/14/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200158224850	6/2/2000	6/2/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200168257400	4/21/2000	4/21/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200196270280	7/7/2000	7/7/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830100140069530	2/28/2000	2/28/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$3.00
830200076308210	2/28/2000	2/28/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$25.42
830200272320680	9/19/2000	9/19/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$55.82
830200020299720	1/10/2000	1/10/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.40
830200042319880	2/7/2000	2/7/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.00
830200045241440	2/7/2000	2/7/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200013289880	1/8/2000	1/8/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.42
830200018284480	1/11/2000	1/11/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.02
830200082397420	1/13/2000	1/13/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.10
830200082314420	1/19/2000	1/19/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$46.05
830200026214480	1/21/2000	1/21/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$54.98
830200053362120	2/18/2000	2/18/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200082280120	3/13/2000	3/13/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200118228270	4/14/2000	4/14/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830280118848180	4/18/2000	4/18/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$82.53
830200118348170	4/20/2000	4/20/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.05
830200118248300	4/24/2000	4/24/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.28
830200122235080	4/28/2000	4/28/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$33.42
830200128230270	4/28/2000	4/28/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$33.42
830200128230280	5/1/2000	5/1/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$18.18
830200212281370	7/14/2000	7/14/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200213228240	7/14/2000	7/14/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$83.00
830200278278280	10/3/2000	10/3/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200315257790	11/7/2000	11/7/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$18.38
830200319278020	11/7/2000	11/7/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200041270900	2/7/2000	2/7/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$3.82
830200045241460	2/7/2000	2/7/2000	D093211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$14.05

Confidential Proprietary
 Claims Final as of 01/31/2007, Pd to Prov=0

D093211724 overpayment

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 MARY H. LARSON
 JUDGE OF PROBATE
 DARLINGTON COUNTY, SC

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Dr. Hugh Thompson (D083211724)

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Service Dates: 01/01/1999-06/20/2002, Paid Dates: 01/01/1999-01/31/2007

DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
830200047280280	2/14/2000	2/14/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200111282460	4/12/2000	4/12/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200283306270	10/17/2000	10/17/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200117278880	4/21/2000	4/21/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.10
830200140247800	5/12/2000	5/12/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$66.82
830200000000000	10/31/2000	10/31/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200074210880	3/8/2000	3/8/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$66.82
830200182224880	5/6/2000	5/6/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830201180880080	10/24/2000	10/24/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$146.97
830100084082780	1/10/2000	1/10/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$2.28
830200005218780	1/10/2000	1/10/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$84.90
830200041276910	2/4/2000	2/4/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$184.07
830200084228800	3/17/2000	3/17/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$86.94
830101280087800	7/21/2000	7/21/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$131.37
830101280037810	8/12/2000	8/12/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$131.37
830200006241370	7/24/2000	7/24/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$71.44
830200220194880	7/28/2000	7/28/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.10
830200220194880	7/31/2000	7/31/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.91
830200220194880	7/28/2000	7/28/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$51.13
830200220194880	7/27/2000	7/27/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.18
830200222281010	8/4/2000	8/4/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.10
830200222281020	8/3/2000	8/3/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$37.52
830200222284810	8/8/2000	8/8/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.21
830200228847070	8/10/2000	8/10/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.61
830200228848000	8/11/2000	8/11/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200228120880	8/18/2000	8/18/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.61
830200228421220	8/17/2000	8/17/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.91
830200224291230	7/28/2000	7/28/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$3.68
830200241248840	8/22/2000	8/22/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$8.91
830200242282030	8/24/2000	8/24/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$30.86
830200246220130	8/12/2000	8/12/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200318278170	11/7/2000	11/7/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200082284100	2/18/2000	2/18/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$14.38
830200138282080	5/18/2000	5/18/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$22.67
830200138282090	6/12/2000	6/12/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200144248380	5/18/2000	5/18/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.10
830200144248390	6/18/2000	6/18/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.48
830200181827780	5/22/2000	5/22/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$50.21
830200183258700	5/28/2000	5/28/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.48
830200184285780	5/31/2000	5/31/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.80
830200188288880	5/24/2000	5/24/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.10
830200188289070	6/2/2000	6/2/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.48
830200188284630	6/5/2000	6/5/2000	D083211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.50

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Claims Final as of 01/31/2007, Pd to Prov>0

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JAMES H. THOMPSON
JUDGE DE PROPRATE
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DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
83020017827060	6/20/2000	6/20/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$41.28
830200164359810	5/28/2000	5/28/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200158286040	6/2/2000	6/2/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$26.10
830200158284580	6/5/2000	6/5/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$18.91
830200164212220	6/7/2000	6/7/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.02
830200168346800	6/8/2000	6/8/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.02
830200168270300	6/12/2000	6/12/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.02
830200202261550	7/14/2000	7/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.70
830200202266310	6/19/2000	6/19/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$26.68
830200202273530	10/2/2000	10/2/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$101.95
830100288079470	2/3/2000	2/3/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.14
83020035218760	1/14/2000	1/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200252284770	9/5/2000	9/5/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200272321530	6/2/2000	6/2/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200278223830	9/5/2000	9/5/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$3.96
830200202204040	1/7/2000	1/7/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$48.52
830200302211180	1/10/2000	1/10/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$11.27
830200064217530	3/24/2000	3/24/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200116348600	4/14/2000	4/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$53.70
830200064217570	3/27/2000	3/27/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200285287870	9/12/2000	9/12/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$148.33
830200064218620	1/20/2000	1/20/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200048222410	2/7/2000	2/7/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$14.29
830200048241580	1/14/2000	1/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$142.95
830200064217770	3/31/2000	3/31/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200087200080	3/20/2000	3/20/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$73.49
830200138282380	5/12/2000	5/12/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200278223890	9/28/2000	9/28/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200283310100	9/28/2000	9/28/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$3.58
830200074211700	3/6/2000	3/6/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200074211710	3/6/2000	3/6/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$310.93
830200062225960	3/8/2000	3/8/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$40.83
830200064228310	3/7/2000	3/7/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$3.26
830200062288440	2/21/2000	2/21/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$22.28
830200138282220	5/12/2000	5/12/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200181238780	6/23/2000	6/23/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200138278740	6/23/2000	6/23/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.68
830200002270200	10/24/2000	10/24/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200162342800	10/24/2000	10/24/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$101.95
830700047008350	2/14/2000	2/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830700047003370	2/14/2000	2/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.34
830700055003230	2/21/2000	2/21/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$33.00
830200013291900	1/3/2000	1/3/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$32.24

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 Claims Final as of 01/31/2007, Pd to Prov=0

D993211724

HUGH S THOMPSON
 JUDGE OF PROBATE
 RINGGOLD COUNTY, SC

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Dr. Hugh Thompson (D993211724)

Service Dates: 01/01/1999-03/31/2002, Paid Dates: 01/01/1999-01/31/2007

DCN	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prov Amt
830200020241100	1/8/2000	1/8/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$49.83
830200082240790	3/17/2000	3/17/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200181228910	6/28/2000	6/28/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200185277090	6/23/2000	6/23/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$88.00
830200200289800	7/14/2000	7/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$11.91
830200202281900	7/14/2000	7/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200213223690	7/14/2000	7/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$24.95
830200033228390	1/21/2000	1/21/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$4.64
830200047289580	2/11/2000	2/11/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$37.89
830200094217970	3/24/2000	3/24/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200105247390	3/24/2000	3/24/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$65.93
830200105247790	3/24/2000	3/24/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$9.07
830200115228970	3/27/2000	3/27/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$9.86
830200041271090	2/4/2000	2/4/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$47.70
830200135238350	6/5/2000	6/5/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200191322490	5/5/2000	5/5/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$24.78
830100306047700	9/28/2000	9/28/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$63.00
830200272282120	9/19/2000	9/19/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$55.82
830200272382190	9/28/2000	9/28/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$68.34
830200272382180	9/27/2000	9/27/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$11.10
830200278286180	10/2/2000	10/2/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$22.19
830200284318070	10/4/2000	10/4/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$11.10
830200287243810	10/5/2000	10/5/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$22.19
830200290348000	10/9/2000	10/9/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$22.19
830200292274490	10/11/2000	10/11/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$24.17
830200283310290	10/17/2000	10/17/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200169347040	8/9/2000	8/9/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$87.78
830200167270400	6/12/2000	6/12/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$35.10
830200169351290	6/14/2000	6/14/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.18
830200173236820	6/18/2000	6/18/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$18.18
830200175242840	6/18/2000	6/18/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200178227800	6/9/2000	6/9/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$13.25
830200178227210	6/20/2000	6/20/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$20.19
830200178227220	6/21/2000	6/21/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.18
830200181288970	6/23/2000	6/23/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.18
830200181288610	6/28/2000	6/28/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$38.18
830200189241040	6/30/2000	6/30/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$28.18
830200192221650	7/5/2000	7/5/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$18.91
830200199277200	7/11/2000	7/11/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200208241770	7/21/2000	7/21/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200213225830	7/25/2000	7/25/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$34.20
830200220199000	7/28/2000	7/28/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$24.02
830200220199070	7/28/2000	7/28/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13

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Claims Final as of 01/31/2007, Pd to Prov>0

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NEWBLE HANCOCK
JUDGE OF PROBATE
DARLINGTON COUNTY, SC

Dr. Hugh Thompson (D993211724)

Service Dates: 01/01/1999-06/20/2002, Paid Dates: 01/01/1999-01/31/2007

DCI	From Date	To Date	Prov ID	Prov Name	Group Name	Paid Prev Amt
830200220199090	7/27/2000	7/27/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$26.10
830200070280690	3/6/2000	3/6/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$31.13
830200070281000	3/6/2000	3/6/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$24.06
830200082250810	3/17/2000	3/17/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$58.34
830200082250820	3/20/2000	3/20/2000	D993211724	THOMPSON HUGH S	PEE DEE HEALTH CARE PA	\$21.90
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						\$8,235.47

Confidential Proprietary
Claims Final as of 01/31/2007, Pd to Prov=0

D993211724

2010 APR 14 PM 12:04
MARSHALL COUNTY
JUDGE OF COURSE
DARLINGTON
COUNTY, SC

FILED

Matthews and Megna, LLC
Attorneys and Counselors at Law

3400 West Avenue
Columbia, SC 29203
TELEPHONE: 803-799-1700
E-mail: ben@pdhc.com

May 20, 2010

The Honorable Marvin I. Lawson
Darlington County Probate Judge
1 Public Square, 2nd Floor, Room 208
Darlington, South Carolina 29532

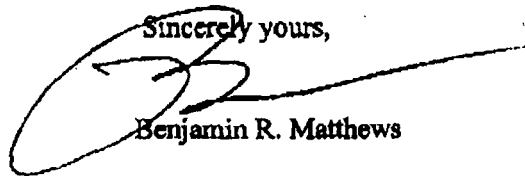
Re: Estate of Hugh S. Thompson, Case No.: 2009-ES-16-424

Dear Judge Lawson:

Please find enclosed the Amended Claim of Pee Dee Health Care, P.A. in the above matter. Please note that Pee Dee Health Care has filed a civil complaint against the Estate of Thompson in the Darlington County Court of Common Pleas pursuant to 62-3-804(2). A copy of the complaint is attached to the amended probate claim. Please advise if you need any further information or if the Court requires a formal motion to move the claim pending in probate Court to the Court of Common Pleas. I can best be reached at the e-mail address above (ben@pdhc.com) or by calling 803.799.1700. If I am not available, please ask to speak with Tony Megna, General Counsel (tmegna@gmail.com) for Pee Dee Health Care, P.A. He is able to answer and is authorized to assist you however possible.

With kind regards, I remain

Sincerely yours,



Benjamin R. Matthews

Cc: Jay James
112 Cashua Street
Darlington, SC 29540

2010 MAY 20 PM 3:05
MARVIN I. LAWSON
JUDGE OF PROBATE
DARLINGTON COUNTY, SC

FILED

Exhibit K

STATE OF SOUTH CAROLINA)
)
COUNTY OF: DARLINGTON)
)
IN THE MATTER OF: Hugh Smith Thompson)

IN THE PROBATE COURT
(AMENDED)
STATEMENT OF CREDITOR'S CLAIM

CASE NUMBER: 2009-ES-16-424

Decedent's Date of Death (if known): 11.06.2009
Decedent's Last Mailing Address: 111 North Ervin Street, Darlington, SC 29532

Creditor: Pee Dee Health Care, P.A. ATT: Tony R. Megna, Esq.
Address: 3400 West Avenue
Columbia, SC 29203
Telephone: 803.799.1700 (tmegna@gmail.com)

Basis of claim:

See attached complaint, incorporated herein by reference, and filed in Darlington County Court of Common Pleas that more specifically sets out the basis of claims.

Amount of claim \$ 226,740.19 plus interest at the statutory rate of 8.75% beginning June 1, 2008 plus other compensatory, special, consequential and punitive damages as more specifically set forth in the complaint attached hereto and incorporated herein by reference.

Date claim will become due (if not already due): Claim is past due, 20

Nature of uncertainty as to amount of claim and due date, if any:

The claims are absolute and certain. However, the final amount of the damages due Pee Dee Health care, P.A. are to be more fully determined as set forth in the complaint attached hereto and incorporated herein by reference.

Description of any security as to claim:

None

FILED
2010 MAY 20 PM 3:05
JUDGE OF PROBATE
DARLINGTON COUNTY, SC

TRUE COPY.
Matthews
JUDGE OF PROBATE
DARLINGTON COUNTY, S.C.

Signature: *Benjamin R. Matthews*
Title: Benjamin R. Matthews
Date: May 19, 2010

INSTRUCTIONS: Claims must be filed with the Probate Court of this county and delivered or mailed to the Personal Representative appointed to administer the estate (see section 62-3-803, 62-3-804, and 62-3-806 on next page.)

SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED

§ 62-3-803. Limitations on presentation of claims.

"(a) All claims against a decedent's estate which arise before the death of the decedent, including claims of the State and any subdivision thereof, whether due or to become due, absolute or contingent, liquidated or unliquidated, founded on contract, tort, or other legal basis, if not barred earlier by other statute of limitations, are barred against the estate, the personal representative, and the heirs and devisees of the decedent, unless presented within the earlier of the following dates:

- (1) one year after the decedent's death; or
- (2) within the time provided by Section 62-3-801(b) for creditors who are given actual notice, and within the time provided in Section 62-3-801(a) for all creditors barred by publication; provided, claims barred by the nonclaim statute at the decedent's domicile before the giving of notice to creditors barred in this State are also barred in this State.

(b) All claims against a decedent's estate which arise at or after the death of the decedent, including claims of the State and any subdivision thereof, whether due or to become due, absolute or contingent, liquidated or unliquidated, founded on contract, tort, or other legal basis, are barred against the estate, the personal representative, and the heirs and devisees of the decedent, unless presented as follows:

- (1) a claim based on a contract with the personal representative within eight months after performance by the personal representative is due;
- (2) any other claim, within the later of eight months after it arises, or the time specified in subsection (a)(1).

(c) Nothing in this section affects or prevents:

- (1) any proceeding to enforce any mortgage, pledge, lien, or other security interest upon property of the estate; or
- (2) to the limits of the insurance protection only, any proceeding to establish liability of the decedent or the personal representative for which he is protected by liability insurance; or
- (3) collection of compensation for services rendered and reimbursement for expenses advanced by the personal representative or by the attorney or accountant for the personal representative of the estate."

§ 62-3-804. Manner of presentation of claims.

"Claims against a decedent's estate may be presented as follows:

- (1) The claimant may deliver or mail to the personal representative a written statement of the claim indicating its basis, the name and address of the claimant, and the amount claimed, and must file a written statement of the claim, in the form prescribed by rule, with the clerk of the probate court. The claim is deemed presented on the first to occur of receipt of the written statement of claim by the personal representative or the filing of the claim with the court. If a claim is not yet due, the date when it will become due must be stated. If the claim is contingent or unliquidated, the nature of the uncertainty must be stated. If the claim is secured, the security must be described. Failure to describe correctly the security, the nature of any uncertainty, and the due date of a claim not yet due does not invalidate the presentation made.
- (2) The claimant may commence a proceeding against the personal representative in any court where the personal representative may be subjected to jurisdiction, to obtain payment of his claim against the estate, but the commencement of the proceeding must occur within the time limited for presenting the claim, and the claimant must file a written statement of the claim as in (1) above, with the clerk of the probate court. No presentation of claim is required in regard to matters claimed in proceedings against the decedent which were pending at the time of his death.
- (3) If a claim is presented under subsection (1), no proceeding thereon may be commenced more than thirty days after the personal representative has mailed a notice of disallowance with warning of the impending bar, but, in the case of a claim which is not presently due or which is contingent or unliquidated, the personal representative may consent to an extension of the thirty-day period, or to avoid injustice the court, on petition presented to the court prior to the expiration of such thirty-day period, may order an extension of the thirty-day period, but in no event may the extension run beyond the applicable statute of limitations."

§ 62-3-806. Allowance of claims.

"(a) As to claims presented in the manner described in Section 62-3-804 within the time limit prescribed in Section 62-3-803, the personal representative may mail a notice to any claimant stating that the claim has been disallowed. If, after allowing or disallowing a claim, the personal representative changes his decision concerning the claim, he shall notify the claimant. The personal representative may not change a disallowance of a claim after the time for the claimant to file a petition for allowance or to commence a proceeding on the claim has run and the claim has been barred. Every claim which is disallowed in whole or in part by the personal representative is barred so far as not allowed unless the claimant files a petition for allowance in the court or commences a proceeding against the personal representative not later than thirty days after the mailing of the notice of disallowance or partial allowance if the notice warns the claimant of the impending bar. It is the responsibility of the personal representative to notify the claimant if a claim is disallowed.

(b) Upon the petition of the personal representative or of a claimant in a proceeding for the purpose, the court may allow in whole or in part any claim or claims presented to the personal representative or filed with the court in due time and not barred by subsection (a) of this section. Notice in this proceeding shall be given to the claimant, the personal representative, and those other persons interested in the estate as the court may direct by order entered at the time the proceeding is commenced.

(c) A judgment in a proceeding in another court against a personal representative to enforce a claim against a decedent's estate is an allowance of the claim.

(d) Unless otherwise provided in any judgment in another court entered against the personal representative, allowed claims bear interest at the legal rate (as determined according to SECTION 34-31-20(A)) for the period commencing thirty days after the time for original presentation of the claim has expired unless based on a contract making a provision for interest, in which case they bear interest in accordance with that provision."

ALSO SEE TITLE 62, ARTICLE 3, PART 8 (I.E. SECTIONS 62-3-801 ET SEQ.)

EXHIBIT

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON
IN THE COURT OF COMMON PLEAS

Pee Dee Health Care, P.A.,
Plaintiff,
v.
Estate of Hugh S. Thompson,
Defendant.

COMPLAINT
JURY TRIAL DEMANDED

THE PARTIES

1. The Plaintiff, Pee Dee Health Care, P.A. is a professional medical association doing business in Darlington, SC.
2. The Defendant is the Estate of Hugh S. Thompson, M.D. Dr. Thompson died on December 5, 2009. His estate is being probated in the Darlington County Probate Court, Case number 2009-ES-16--424.

VENUE AND JURISDICTION

3. This court has jurisdiction pursuant to S.C. Code Ann. § 62-3-803 et. seq., and in particular §62-3-804.
4. Venue is proper in Darlington County.

NATURE OF ACTION

5. The action brought by Plaintiff is primarily legal in nature, and the Plaintiff respectfully requests a trial by jury.

FILED
2010 MAY 20 PM 3:05
JUDGE OF PROBATE
DARLINGTON COUNTY, SC

THE FACTS

6. On or about October 26, 1998, the decedent entered into an 'at-will' employment contract with Plaintiff's medical practice as a physician.

7. The decedent's medical employment continued until on or about December 10, 2001, when the decedent left the employ of Plaintiff's medical practice.

8. As part of the employment process and relationship, the Defendant provided information to Plaintiff representing that Defendant was fully and completely authorized under state and federal law to provide medical services to Plaintiff's patients who were Medicare beneficiaries. To this end, the decedent completed a Medicare provider application (known as a HCFA 855) and an "assignment of benefits" application to allow Plaintiff to employ Defendant and to provide the Defendant permission to treat Plaintiff's Medicare beneficiaries. The Medicare applications were provided to Palmetto GBA (a private contractor who contracted with the Centers for Medicare and Medicaid Services [CMS]). Decedent certified the information he was providing to Medicare and to Plaintiff was true and correct while decedent actually knew this certification was false.

9. Unbeknownst to the Plaintiff, the decedent provided false and misleading information to Plaintiff and on the applications submitted to Palmetto GBA. Specifically, Dr. Thompson failed to provide the information that he had had been previously suspended from treating Medicare patients as he had been suspended by the Medicare Office of Inspector General from the Medicare program effective on or about May 31, 1994. Dr. Thompson's failure to provide the required information concerning his suspension resulted in the continuation of his suspension as a Medicare provider of healthcare service. Dr. Thompson had been notified in writing by the Office of Inspector General in on March 31, 1996:

Page 2 of 20

Complaint – Pee Dee Health Care, P.A. v. Estate of Thompson

- a. That he was suspended and excluded as a provider from the Medicare program as well as all other federal health care programs, and
- b. That he could not be reinstated in the federal Medicaid program until he requested such in writing and was approved in writing.

11. After the SC Board of Medical examiners reinstated Dr. Thompson's medical license in 1998 [his medical license had been suspended on or about May 31, 1994], Dr. Thompson failed to seek reinstatement to the Medicare program through the Office of Inspector General as he was required to do but instead filed a false application with Palmetto GBA, GBA [the Medicare contractor who administers Medicare in South Carolina on behalf of the federal government through the agency known as the Centers for Medicare and Medicaid Services [CMS]]. However, decedent omitted any reference in regard to this suspension from the Medicare program. Nor did decedent inform Plaintiff of this suspension from the Medicare program. Decedent certified the information he was providing to Medicare and to Plaintiff was true and correct while decedent actually knew this certification was false.

10. As a result of the false information provided by decedent on the application to Palmetto GBA, and to Plaintiff, decedent (a) was assigned a Medicare provider number (D993211724 - effective October 26, 1998, see Exhibit A) by Palmetto and (b) was employed by Plaintiff to provide medical services to Plaintiff's patients, including Medicare patients. Even though the provider numbers were issued, they were in violation of 42 CFR 1001.1901(1) which provides that Dr. Thompson's suspension from the Medicare program continued until the suspension was lifted by the Medicare Office of Inspector General. Dr. Thompson failed to do this, failed to notify Plaintiff, and continued to provide false information to the Plaintiff during the remainder of his employment with Plaintiff.

11. On or about August 9, 2002, Dr. Thompson's filed a subsequent Medicare enrollment application for reenrollment in the Medicare program. In this application, Dr. Thompson admitted he had been previously suspended as a Medicare health care. On or about this same date, Dr. Thompson was reinstated as a provider of Medicare healthcare services by the Medicare Office of Inspector General.

12. On or about June 7, 2007, Plaintiff received a letter dated May 30, 2007 from Palmetto GBA in regard to medical services provided by decedent on behalf of Medicare beneficiaries for the dates of October 26, 1998 to December 10, 2001. The letter stated, among other matters:

- a. That the decedent had been suspended (sanctioned) from participation in the Medicare program during the time periods March 31, 1996 to June 20, 2002.
- b. That during the sanction period as stated in (a), Medicare payments were paid to Plaintiff for services decedent provided to Medicare beneficiaries because the decedent had completed an 'assignment of benefits' to Plaintiff. However, decedent omitted any reference in regard to this suspension from the Medicare program.
- c. That Plaintiff was liable for the funds paid regardless of the fact that Plaintiff had no knowledge of the matter and that Dr. Thompson had provided both Plaintiff and Medicare with false information.
- d. That the estimated overpayment made by Medicare for patients provided by decedent during the time he was suspended from the Medicare program was \$208,821.03 plus interest at 12.375%.

13. Plaintiff was contacted by decedent shortly after Plaintiff received the letter received by Plaintiff in June, 2007 as decedent had received the same information. A copy of the letter sent

by decedent is attached hereto as Exhibit. At this time, Decedent admitted that he had not provided accurate information to Plaintiff upon and during his employment with Plaintiff or to Medicare [Palmetto GBA] on his provider and 'assignment of benefits' applications to Medicare.

14. Following due On May 1, 2008, Plaintiff paid to Medicare the sum of \$226,740.19.

15. On or about April 13, 2010, Plaintiff filed a claim with decedent's estate. A copy of that claim is attached hereto as Exhibit B.

16. On or about May 19, 2010, Plaintiff filed an amended claim with decedent's estate. A copy of that claim is attached hereto as Exhibit C.

17. On May 10, 2010, the personal representative of the decedent's denied the Plaintiff's claim.

FOR A FIRST CAUSE OF ACTION
(BREACH OF FIDUCIARY DUTY)

18. All foregoing allegations are incorporated herein by reference as if set forth herein verbatim.

19. The Plaintiff placed special confidence in the truthfulness of decedent so that the decedent in good conscience and equity as bound to act in good faith and with due regard to the interests of the Plaintiff.

20. The decedent violated his duty of ordinary care by his knowing failure to make full disclosure of material facts of his suspension from the Medicare program.

21. Decedent's failure to make full disclosure of material facts of his suspension from the Medicare program was intentional, willful, wanton, and/or in reckless disregard of his duty to Plaintiff and of Plaintiff's rightful expectation of decedent to be truthful and honest in his dealings with Plaintiff, as decedent's employer.

22. The decedent's conduct was the direct and proximate cause of the Plaintiff's damages, which are more fully set forth hereinafter.

23. As a result of the foregoing, Plaintiff is entitled to its actual damages, and an award of punitive damages.

FOR A SECOND CAUSE OF ACTION
(NEGLIGENT MISREPRESENTATION
BASED ON DEFENDANT'S PECUNIARY INTEREST)

17. All foregoing factual and jurisdiction allegations are incorporated herein by reference as if set forth herein verbatim.

18. The decedent made a false representation to Plaintiff as more fully described herein.

19. The decedent had a pecuniary interest in making the statement.

20. The decedent owed a duty to care to Plaintiff, independent of the Plaintiff's employment contract with decedent due to decedent's ethical obligations a physician, decedent's legal duty to be truthful on his applications to Medicare, decedent's affirmations and certifications on his Medicare applications that he was truthful on his applications, decedent's legal obligations under federal law to be a Medicare-certified provider, and decedent's special relationship with Plaintiff as a physician and employee to see that the decedent communicated truthful information to the Plaintiff.

21. The decedent's conduct as stated herein was the direct and proximate cause of the Plaintiff's damages, which are more fully set forth hereinafter.

22. As a result of the foregoing, Plaintiff is entitled to its actual damages, and an award of punitive damages.

FOR A THIRD CAUSE OF ACTION
(BREACH OF DUTY OF LOYALTY TO EMPLOYER)

23. All foregoing factual and jurisdiction allegations are incorporated herein by reference as if set forth herein verbatim.

24. The decedent made a false representation to Plaintiff as more fully described herein.

25. Decedent's duties to Plaintiff, as his employer, included the duty of loyalty. Decedent's was duty-bound to refrain from behaving in a manner that would be contrary to his employer's interests, an obligation often given the shorthand name "duty of loyalty."

26. The degree of decedent's duty of loyalty is related to the degree of responsibility and trust that Plaintiff provided decedent. In this case, as a physician, decedent had an extensive independent responsibility and access to confidential information that he alone knew. As a result, decedent's duty of loyalty to Plaintiff was much higher, and was obligated to handle Plaintiff's matters with the highest degree of integrity and fidelity and to deal fairly, openly, and totally for the Plaintiff's benefit, which defendant intentional, recklessly or with deliberate indifference, failed to do.

27. The decedent used his relationship with Plaintiff relationship to help with his own personal interests without the knowledge and consent of Plaintiff.

28. The decedent's conduct as stated herein was the direct and proximate cause of the Plaintiff's damages, which are more fully set forth hereinafter.

29. As a result of the foregoing, Plaintiff is entitled to its actual damages, and an award of punitive damages.

FOR A FOURTH CAUSE OF ACTION
(NEGLIGENCE)

30. All foregoing factual and jurisdiction allegations are incorporated herein by reference as if set forth herein verbatim.

31. The decedent owed a duty to care to Plaintiff, independent of the Plaintiff's employment contract with decedent due to:

- a. decedent's ethical obligations to Plaintiff as a physician,
- b. decedent's legal duty to be truthful on his applications to Medicare,
- c. decedent's affirmations and certifications on his Medicare applications that he was truthful on his applications,
- d. decedent's legal obligations under federal law to be a Medicare-certified provider, and decedent's special relationship with Plaintiff as a physician and employee to see that the decedent communicated truthful information to the Plaintiff, and
- e. decedent's creation of risk to Plaintiff directly caused by decedent's untruthful certification to both Medicare and to Plaintiff.

32. Decedent breached his duty to Plaintiff:

- a. By act of certifying to Plaintiff personally and on his Medicare applications that he was that he was truthful
- b. By omission failing to inform Plaintiff of the falsity of his affirmations and certifications that he barred from medically treating Plaintiff's Medicare patients

33. The decedent's conduct as stated herein was the direct and proximate cause of the Plaintiff's damages, which are more fully set forth hereinafter.

34. As a result of the foregoing, Plaintiff is entitled to its actual damages, and an award of punitive damages.

FOR A FIFTH CAUSE OF ACTION
(BREACH OF CONTRACT)

35. All foregoing factual and jurisdiction allegations are incorporated herein by reference as if set forth herein verbatim.
36. The parties entered into a binding at-will employment agreement as more fully described hereinabove.
37. The decedent unjustifiably breached that contract, and in particular, those provisions of the contract relating to fair dealing, good faith honesty, and treating Plaintiff's Medicare patients when decedent actually knew he was not entitled to do so,
38. The decedent's conduct as stated herein was the direct and proximate cause of the Plaintiff's damages, which are more fully set forth hereinafter.
39. As a result of the foregoing, Plaintiff is entitled to its actual damages.

FOR A SIXTH CAUSE OF ACTION
(BREACH OF CONTRACT ACCOMPANIED BY A FRAUDULENT ACT)

40. All foregoing factual and jurisdiction allegations are incorporated herein by reference as if set forth herein verbatim.
41. The decedent unjustifiably breached that contract, and in particular, those provisions of the contract relating to fair dealing, good faith honesty, and treating Plaintiff's Medicare patients when decedent actually knew he was not entitled to do so,
42. The decedent :
- a. made false representations to Plaintiff, to wit, that he was certified to treat Medicare beneficiaries,
 - b. the decedent made the foregoing false misrepresentation with actual knowledge of its falsity and/or with reckless disregard of the truth or falsity of the matter as demonstrated by the decedent's filing of false applications with Medicare,

- c. the decedent intended that the Plaintiff act upon the falsity of his misrepresentations,
 - d. the Plaintiff had no knowledge of the falsity of the misrepresentations made by decedent,
 - e. the Plaintiff relied upon, and had a right to rely upon, the truthfulness of the representations made by decedent, and
 - f. the Plaintiff suffered actual and proximate injury as a direct result of the false representations made by decedent.
43. The decedent's conduct as stated herein was the direct and proximate cause of the Plaintiff's damages, which are more fully set forth hereinafter.
44. As a result of the foregoing, Plaintiff is entitled to its actual damages as well as an award of punitive damages.

FOR A SEVENTH CAUSE OF ACTION
(INTERFERENCE WITH CONTRACTUAL RELATIONS)

45. All foregoing factual and jurisdiction allegations are incorporated herein by reference as if set forth herein verbatim.
46. The Plaintiff has a contractual relationship with Medicare.
47. The decedent knew that Plaintiff had a contractual relationship with Medicare.
48. The decedent, by his knowingly false statements and certifications on his Medicare applications, and to Plaintiff, intentionally and knowingly procured the breach of that contract,
49. There was no justification for the decedent's unlawful behavior other than his own selfish pecuniary gain,
50. The decedent's conduct as stated herein was the direct and proximate cause of the Plaintiff's damages, which are more fully set forth hereinafter.
51. As a result of the foregoing, Plaintiff is entitled to its actual damages as well as an award of punitive damages.

FOR A EIGHTH CAUSE OF ACTION
(FRAUD AND MISREPRESENTATION)

52. All foregoing factual and jurisdiction allegations are incorporated herein by reference as if set forth herein verbatim.

53. The decedent :

- g. the decedent made a false misrepresentation to Plaintiff, to wit, that he was certified to treat Medicare beneficiaries,
- h. the decedent made the foregoing false misrepresentation with actual knowledge of its falsity and/or with reckless disregard of the truth or falsity of the matter as demonstrated by the decedent's filing of false applications with Medicare,
- i. the decedent intended that the Plaintiff act upon the falsity of his misrepresentations,
- j. the Plaintiff had no knowledge of the falsity of the misrepresentations made by decedent,
- k. the Plaintiff relied upon, and had a right to rely upon, the truthfulness of the representations made by decedent, and
- l. the Plaintiff suffered actual and proximate injury as a direct result of the false representations made by decedent.

54. The decedent's conduct as stated herein was the direct and proximate cause of the Plaintiff's damages, which are more fully set forth hereinafter.

55. As a result of the foregoing, Plaintiff is entitled to its actual damages, and an award of punitive damages.

FOR A NINTH CAUSE OF ACTION
(FAILURE TO DISCLOSE)

56. All foregoing factual and jurisdiction allegations are incorporated herein by reference as if set forth herein verbatim.

57. The decedent had a duty to disclose the truth of his legal inability to treat Medicare patients of the Plaintiff including but not limited to the special relation of employer-employee

between Plaintiff and decedent, decedent's legal and ethical obligations as a physician under state and federal law, and decedent's duty of fair dealing that required the disclosure of the truth to Plaintiff,

58. The decedent was aware of the misrepresentations that could not be reasonably determined by Plaintiff,

59. The decedent's conduct as stated herein was the direct and proximate cause of the Plaintiff's damages, which are more fully set forth hereinafter.

60. As a result of the foregoing, Plaintiff is entitled to its actual damages, and an award of punitive damages.

FOR A TENTH CAUSE OF ACTION
(DELIBERATE CONCEALMENT)

61. All foregoing factual and jurisdiction allegations are incorporated herein by reference as if set forth herein verbatim.

62. The decedent deliberately, recklessly, intentionally and/or with deliberate indifference to the rights of Plaintiff concealed the truth of his inability to legally treat Plaintiff's Medicare patients.

63. The decedent's conduct as stated herein was the direct and proximate cause of the Plaintiff's damages, which are more fully set forth hereinafter.

64. As a result of the foregoing, Plaintiff is entitled to its actual damages, and an award of punitive damages.

FOR AN ELEVENTH CAUSE OF ACTION
PROFESSIONAL MALPRACTICE
(FRAUD, MISREPRESENTATION AND NEGLIGENCE)

65. All foregoing factual and jurisdiction allegations are incorporated herein by reference as if set forth herein verbatim.

66. The decedent deliberately, recklessly, intentionally and/or with deliberate indifference to the rights of Plaintiff concealed the truth of his inability to legally treat Plaintiff's Medicare patients in contravention of his professional and ethical responsibilities under state and federal law as a physician.

67. The decedent's conduct as stated herein was the direct and proximate cause of the Plaintiff's damages, which are more fully set forth hereinafter.

68. As a result of the foregoing, Plaintiff is entitled to its actual damages, and an award of punitive damages.

FOR A TWELTH CAUSE OF ACTION
(MONEY HAD AND RECEIVED)

69. All foregoing factual and jurisdiction allegations are incorporated herein by reference as if set forth herein verbatim.

70. The Defendant holds money that, in good conscience, belongs to the Plaintiff due to decedent's knowing wrongdoing.

71. The Defendant, in equity and good conscience should be required to pay the money wrongfully held over to the Plaintiff,

72. The decedent's conduct as stated herein was the direct and proximate cause of the Plaintiff's damages, which are more fully set forth hereinafter.

73. As a result of the foregoing, Plaintiff is entitled to its actual damages, and an award of punitive damages.

FOR A THIRTEENTH CAUSE OF ACTION
(PROMISSORY ESTOPPEL)

74. All foregoing factual and jurisdiction allegations are incorporated herein by reference as if set forth herein verbatim.
75. The decedent deliberately, recklessly, intentionally and/or with deliberate indifference to the rights of Plaintiff concealed the truth of his inability to legally treat Plaintiff's Medicare patients in contravention of his professional and ethical responsibilities under state and federal law as a physician.
76. The decedent's promise to Plaintiff on his application and certifications to Medicare were unambiguous in their terms.
77. Plaintiff reasonably relied upon the false promises and certifications of decedent,
78. Plaintiff's reliance upon the false promises and certifications of decedent was expected and foreseeable by decedent.
79. The decedent's conduct as stated herein was the direct and proximate cause of the Plaintiff's damages, which are more fully set forth hereinafter.
80. As a result of the foregoing, Plaintiff is entitled to its actual damages, and an award of punitive damages.

FOR A FOURTEENTH CAUSE OF ACTION
(QUANTUM MERUIT)

81. All foregoing factual and jurisdiction allegations are incorporated herein by reference as if set forth herein verbatim.
82. The Plaintiff conferred a substantial professional and financial benefit upon decedent by employing decedent, and paying decedent substantial sums of money as well as providing decedent clinical and administrative support.

83. Without regard to the employment contract between the parties, the decedent realized the benefit conferred upon him by Plaintiff and substantially and indubitably benefited thereby,

84. The decedent retained the benefits conferred upon him by Plaintiff under conditions that make it unjust for decedent's estate to retain such benefits without paying their value

85. The decedent deliberately, recklessly, intentionally and/or with deliberate indifference to the rights of Plaintiff concealed the truth of his inability to legally treat Plaintiff's Medicare patients in contravention of his professional and ethical responsibilities under state and federal law as a physician.

86. The decedent's conduct as stated herein was the direct and proximate cause of the Plaintiff's damages, which are more fully set forth hereinafter.

87. As a result of the foregoing, Plaintiff is entitled to its actual damages, and an award of punitive damages.

FOR A FIFTEENTH CAUSE OF ACTION
(CONSTRUCTIVE FRAUD AND
CONSTRUCTIVE TRUST)

88. All foregoing factual and jurisdiction allegations are incorporated herein by reference as if set forth herein verbatim.

89. The decedent:

- a. made false representations to Plaintiff,
- b. knew of the false representations made to Plaintiff,
- c. the false representations were material to the legal ability of the decedent to medically treat Plaintiff's Medicare patients,
- d. The false representation was made with the intent that they be acted upon by Plaintiff.

- e. knew the Plaintiff had no knowledge of the falsity of decedent's misrepresentations,
- f. knew the Plaintiff innocently relied upon decedent's false representations,
- g. knew the Plaintiff had a right to rely upon the representations of decedent,

90. The decedent's conduct as stated herein was the direct and proximate cause of the Plaintiff's damages, which are more fully set forth hereinafter.

91. As a result of the foregoing, Plaintiff is entitled to its actual damages as a constructive trust imposed by this Court to benefit Plaintiff, who has been wrongfully deprived of its rights due to decedent and decedent's estate holding legal right to property which they should not possess due to decedent's unjust enrichment, negligence, deliberate indifference, fraud and interference with the rights of Plaintiff.

92. The decedent's conduct as stated herein was the direct and proximate cause of the Plaintiff's damages, which are more fully set forth hereinafter.

93. As a result of the foregoing, Plaintiff is entitled to its actual damages, the imposition of a constructive trust, and an award of punitive damages.

FOR AN SIXTEENTH CAUSE OF ACTION
(CONSTRUCTIVE FRAUD WITHOUT SCIENTER)

94. All foregoing factual and jurisdiction allegations are incorporated herein by reference as if set forth herein verbatim.

95. The decedent:

- a. made false representations to Plaintiff,
- b. the false representations were material to the legal ability of the decedent to medically treat Plaintiff's Medicare patients,

- c. The false representation was made with the intent that they be acted upon by Plaintiff.
- d. knew the Plaintiff had no knowledge of the falsity of decedent's misrepresentations,
- e. knew the Plaintiff innocently relied upon decedent's false representations,
- f. knew the Plaintiff had a right to rely upon the representations of decedent,

96. The decedent's conduct as stated herein was the direct and proximate cause of the Plaintiff's damages, which are more fully set forth hereinafter.

97. As a result of the foregoing, Plaintiff is entitled to its actual damages as a constructive trust imposed by this Court to benefit Plaintiff, who has been wrongfully deprived of its rights due to decedent and decedent's estate holding legal right to property which they should not possess due to decedent's unjust enrichment, negligence, deliberate indifference, fraud and interference with the rights of Plaintiff.

98. The decedent's conduct as stated herein was the direct and proximate cause of the Plaintiff's damages, which are more fully set forth hereinafter.

99. As a result of the foregoing, Plaintiff is entitled to its actual damages, the imposition of a constructive trust, and an award of punitive damages.

FOR AN SEVENTEENTH CAUSE OF ACTION
(EQUITABLE INDEMNITY)

100. All foregoing factual and jurisdiction allegations are incorporated herein by reference as if set forth herein verbatim.

101. Plaintiff is entitled to indemnity from decedent for the loss or damage the decedent caused to Plaintiff.

102. The Plaintiff's right to equitable indemnity arises by contract, by express contract, implied contract, and by operation of law as a matter of equity between the parties.

103. The decedent's conduct as stated herein was the direct and proximate cause of the Plaintiff's damages, which are more fully set forth hereinafter.

104. As a result of the foregoing, Plaintiff is entitled to its actual damages.

FOR AN EIGHTEENTH CAUSE OF ACTION
(CONVERSION)

105. All foregoing factual and jurisdiction allegations are incorporated herein by reference as if set forth herein verbatim.

106. The Plaintiff:

- a. Had a pecuniary interest in the funds created by the medical services provided to Medicare patients by decedent,
- b. The decedent converted the medical services provided to Plaintiff's Medicare patients by falsely filing claims for the services provided to such patients,

107. The use of the proceeds of the funds received by decedent were without the permission or consent of Plaintiff,

108. The decedent's conduct as stated herein was the direct and proximate cause of the Plaintiff's damages, which are more fully set forth hereinafter.

109. As a result of the foregoing, Plaintiff is entitled to its actual damages, the imposition of a constructive trust, and an award of punitive damages.

FOR AN NINETEENTH CAUSE OF ACTION
(EQUITABLE RESTITUTION)

110. All foregoing factual and jurisdiction allegations are incorporated herein by reference as if set forth herein verbatim.

Page 18 of 20

Complaint – Pee Dee Health Care, P.A. v. Estate of Thompson

111. Plaintiff is entitled to equitable restitution from decedent for the purpose of restoring to the Plaintiff the funds or property loss or damage the decedent caused Plaintiff.

112. The Plaintiff's right to equitable restitution arises by contract, by express contract, implied contract, and by operation of law as a matter of equity between the parties.

113. The decedent's conduct as stated herein was the direct and proximate cause of the Plaintiff's damages, which are more fully set forth hereinafter.

114. As a result of the foregoing, Plaintiff is entitled to its actual damages.

FOR A TWENTIETH CAUSE OF ACTION
(CIVIL CONSPIRACY)

115. All foregoing factual and jurisdiction allegations are incorporated herein by reference as if set forth herein verbatim.

116. The decedent, in combination with his estate, and the personal representative thereof, together for the purpose of injuring Plaintiff, have caused the Plaintiff special damages, to wit, the continuing loss of use of its money to hire additional providers which has cost Plaintiff in excess of \$35,000.00 net per month beginning June 1, 2008 to date plus prejudgment interest thereon.

DAMAGES INCURRED BY PLAINTIFF

Based on the foregoing allegations, Plaintiff has suffered the following damages:

1. The Plaintiff has paid to Medicare on behalf of the decedent the amount of \$226,740.19
2. The Plaintiff is entitled to prejudgment statutory interest at the rate of 8.75% beginning May 1, 2008 forward,

3. The Plaintiff has incurred the loss of use of its money to hire additional providers which has cost Plaintiff in excess of \$35,000.00 *net* per month beginning June 1, 2008 to date plus prejudgment interest thereon.
4. The funds paid to decedent as an employee of decedent and in support of decedent which are in excess of \$500,000.00
5. Punitive damages in an amount to be determined by a jury.
6. Such further and other relief as this Court deems just and proper.

WHEREFORE, the Plaintiff respectfully request this Court to inquire into these matters and to provide the Plaintiff awards of actual and punitive damages based on the cause of actions as more fully stated hereinabove, as well as such further relief as this Court deems just and proper.

Respectfully submitted,



Benjamin R. Matthews
Attorney-at-Law
3400 West Avenue
Columbia, SC 29203
803.799.1700
Email: matthews@pdhc.com

May 19, 2010.

Page 20 of 20

Complaint – Pee Dee Health Care, P.A. v. Estate of Thompson

STATE OF SOUTH CAROLINA,)
)
COUNTY OF DARLINGTON.)

IN THE COURT OF COMMON PLEAS
10-CP-16-0332

Pee Dee Health Care, P.A.,)
)
Plaintiff,)
)
vs.)
)
Estate of Hugh S. Thompson,)
)
Defendant,)
)

ANSWER

SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

2010 JUN 17 AM 10:45

FILED

COMES NOW Defendant, by and through the undersigned attorney, answering the Complaint dated May 19, 2010 of Plaintiff. Defendant would allege and show unto the Court as follows:

FOR A FIRST DEFENSE

1. Defendant denies each and every allegation of Plaintiff's Complaint unless hereinafter specifically admitted.
2. Upon information and belief, Paragraph 1 is admitted.
3. So much of Paragraph 2 as alleges that Dr. Hugh S. Thompson died in 2009, 2009 is denied. The date of his death was November 5, 2009. The balance of Paragraph 2 of the Complaint is admitted.
4. Paragraph 3 is denied.
5. Paragraph 4 is admitted.
6. Paragraph 5 states legal conclusions and therefore no response is required.
7. Defendant has no knowledge of the existence or terms of an "at will" employment contract between decedent and Plaintiff and would therefore deny the allegations of Paragraph 6 of the Complaint and demand strict proof thereof.

TRUE CERTIFIED COPY,
Scott B. Suggs
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

8. Defendant denies the allegations of Paragraph 7 of the Complaint, it appearing from available tax records that decedent's association with Plaintiff was limited to the years 1999 and 2000.

9. Defendant, on information and belief, admits so much of Paragraph 8 of the Complaint as alleges that a Medicare provider application and an "assignment of benefits" application were prepared so as to permit decedent to treat Medicare patients and for Plaintiff to receive payment therefor. On information and belief Defendant further admits that said applications were provided to Palmetto GBA. Defendant would allege that personnel employed by Plaintiff assisted Defendant in the preparation of these applications. Defendant has no knowledge of the contents of said applications or of any other representations made by decedent to Plaintiff and would deny the remaining allegations of Paragraph 8 of the Complaint.

10. Defendant would admit so much of the allegations of Paragraph 9 of the Complaint as allege that decedent was suspended by the Office of Inspector General of Medicare on or about March 31, 1996. Defendant has no knowledge of the contents of the applications to Palmetto GBA nor any written communications to decedent from the Office of the Inspector General of Medicare nor of any representations made by decedent to Plaintiff and would deny the remaining allegations of Paragraph 9 of the Complaint.

11. Defendant admits so much of Paragraph 11 of the Complaint (Paragraph 11 and 10 being reversed in the Complaint and Defendant responding in the order presented by the Complaint) as alleges that decedent's medical license was suspended by the South Carolina Board of Medical Examiners on or about May 31, 1994 and that his license to practice medicine was reinstated in 1998 (on or about April 14, 1998). Defendant would further admit that in 1998 decedent failed to seek reinstatement as a Medicare provider

through the office of the Inspector General. On information and belief, Defendant would allege that decedent and the several medical practices with which he associated in the period 1998-2002 erroneously believed that filing a provider application to Palmetto GBA (a Medicare contractor) was sufficient to reinstate decedent's status as a Medicare provider. To the extent that the allegations of Paragraph 11 of the complaint are not hereinabove admitted, they are denied.

12. On information and belief, Defendant admits so much of Paragraph 10 of the Complaint as alleges that Palmetto GBA issued to decedent Medicare provider number D993211724 (but Exhibit A is not attached to Complaint) and as alleges that sometime after October 26, 1998 decedent entered into a relationship with Plaintiff to provide medical services to its patients, to include Medicare patients. Defendant would admit further that applicable provisions of federal law provide that a suspension of Medicare privileges continues until reinstated by the Office of Inspector General. To the extent that the allegations of Paragraph 10 of the Complaint are not hereinabove admitted, Defendant denies the same.

13. Defendant admits so much of Paragraph 11 as alleges that decedent was reinstated by the Office of the Inspector General, the actual date believed to be June 20, 2002. Defendant does not have available to it a copy of decedent's application for reinstatement and for that reason denies any allegations as to the content thereof.

14. With respect to Paragraph 12 of the Complaint, on information and belief, Defendant believes that Plaintiff received a letter from Palmetto GBA on or about June 7, 2007, which letter would have had a content similar to that set forth in Paragraph 12 of the Complaint. Defendant has not seen the said letter and would allege that the contents

of said letter are what they are without admitting that Plaintiff has correctly stated the contents, particularly as to those matters set forth in Paragraph 12 (c).

15. Defendant denies the allegations of Paragraph 13 of the Complaint. Defendant would allege that the letter shown as an undesignated Exhibit to the Complaint and referred to in Paragraph 13 does not appear to relate to the matters set forth in the Complaint and does not constitute an admission by decedent of any of the allegations of the Complaint.

16. Defendant, for lack of information, denies Paragraph 14 of the Complaint and demands proof thereof.

17. Paragraphs 15 and 16 of the Complaint are admitted.

18. Defendant admits Paragraph 17 of the Complaint and would add by way of clarification that the denial filed on May 10, 2010 was a denial of Plaintiff's initial claim.

19. In answering Paragraph 18, Defendant realleges Paragraphs 1-18 above.

20. To the extent that Paragraphs 19-23 allege that decedent stood in a fiduciary relationship with Plaintiff and/or owed to Plaintiff fiduciary duties, the said allegations are denied.

21. With respect to Paragraph 19 of the Complaint, Defendant admits that decedent as a medical provider in Plaintiff's practice was bound to act in good faith and with due regard to Plaintiff's interest. Defendant would deny those allegations of Paragraph 19 which allege that Plaintiff was entitled to place special confidence in the truthfulness of the decedent if the effect of such allegation is intended by Plaintiff to establish the existence of fiduciary duties owed by decedent to Plaintiff.

22. The allegations of Paragraphs 20-23 are denied.

23. In answering Paragraphs 17 and subsequent Paragraphs 18-22 (as they are set forth and enumerated following Paragraph 23 of the Complaint) Defendant realleges Paragraphs 1-22 above.
24. The allegations of Paragraph 18 are denied.
25. With respect to Paragraph 19 of the Complaint and without admitting that the decedent made untruthful representations to Plaintiff, Defendant admits that the relationship of decedent and Plaintiff was such that decedent had a pecuniary interest since he was paid by Plaintiff to provide medical services.
26. Defendant denies the allegations of Paragraph 20 that state that he owed a duty of care to Plaintiff beyond any employment contract (or similar arrangement). Defendant denies that decedent's status as a physician created ethical obligations of a professional nature to Plaintiff and would allege that such obligation extended to decedent's patients. Without admitting that decedent was untruthful on any applications, Defendant admits that decedent had a duty to be truthful on applications with respect to affirmations and certifications. Without admitting that decedent made untruthful statements to Plaintiff, Defendant admits that decedent was obligated to communicate truthfully with Plaintiff. Defendant would admit that decedent had not been reinstated by the Office of the Inspector General at the time that he worked with Plaintiff but would allege that decedent believed that his application to Palmetto GBA, a Medicare contractor, was all that was required for reinstatement.
27. The allegations of Paragraphs 21 and 22 are denied.
28. In answering Paragraph 23, Defendant realleges Paragraphs 1-27 above.
29. The allegations of Paragraph 24 of the Complaint are denied.

30. With respect to Paragraph 25, to the extent that decedent was an employee of Plaintiff, defendant admits that a duty of loyalty to Plaintiff was owed.
31. With respect to Paragraph 26, Defendant denies that decedent intentionally, recklessly, or with deliberate indifference failed to live up to his duty of loyalty to Plaintiff, in his capacity as an employee and/or contractor physician with Plaintiff.
32. Defendant denies the allegations of Paragraphs 27-29 of the Complaint.
33. In answering Paragraph 30, Defendant realleges Paragraphs 1-32 above.
34. With respect to Paragraph 31, Defendant denies that decedent had a duty of care to Plaintiff independent of his employment relationship with Plaintiff. Decedent's ethical obligations as a physician extended primarily to his patients. Without admitting that decedent made untruthful statements, Defendant admits that decedent had a duty to be truthful on any and all applications, certifications, and affirmations to Medicare and/or Plaintiff.
35. With respect to Paragraph 32, Defendant does not have in its possession any applications or certifications to Plaintiff or Medicare and would deny the allegations of Paragraph 32.
36. The allegations of Paragraph 33 and 34 are denied.
37. In answering Paragraph 35, Defendant realleges Paragraphs 1-36 above.
38. Defendant has no knowledge of the existence or content of an at-will employment agreement and would deny the allegations of Paragraph 36.
39. Defendant denies the allegations of Paragraphs 37-39.
40. In answering Paragraph 40, Defendant realleges Paragraphs 1-39 above.
41. Defendant denies the allegations of Paragraphs 41-44.
42. In answering Paragraph 45, Defendant realleges Paragraphs 1-41 above.

43. Defendant admits so much of Paragraph 46 as states that Plaintiff has a relationship with Medicare but because lack of knowledge of the exact nature of the relationship would deny that the relationship is contractual.
44. Defendant denies the allegations of Paragraphs 47-51
45. In answering Paragraph 52, Defendant realleges Paragraphs 1-44.
46. Defendant denies the allegations of Paragraphs 53-55.
47. In answering Paragraph 56, Defendant realleges Paragraphs 1-46.
48. Except as Paragraph 57 alleges that decedent had a duty to be truthful, Defendant denies the allegations of Paragraph 57.
49. Defendant denies the allegations of Paragraphs 58-60.
50. In answering Paragraph 61, Defendant realleges Paragraphs 1-49.
51. Defendant denies the allegations of Paragraphs 62-64.
52. In answering Paragraph 65, Defendant realleges Paragraphs 1-51.
53. Defendant denies the allegations of Paragraphs 66-68.
54. In answering Paragraph 69, Defendant realleges Paragraphs 1-53.
55. Defendant denies the allegations of Paragraphs 70-73.
56. In answering Paragraph 74, Defendant realleges Paragraphs 1-55.
57. Defendant denies the allegations of Paragraph 75.
58. With respect to Paragraph 76, inasmuch as Defendant does not have in its possession the "application and certifications to Medicare", it denies the alleged contents thereof and that the contents contained any promises to Plaintiff.
59. Defendant denies the allegations of Paragraphs 77-80.
60. In answering Paragraph 81, Defendant realleges Paragraphs 1-59.

61. With respect to Paragraph 82, Defendant admits so much thereof as states that Plaintiff engaged decedent to perform medical services and paid him for those services and provided clinical and administrative support.
62. With respect to Paragraph 83, Defendant admits Plaintiff paid him for services.
63. Defendant denies the allegations of Paragraph 84-87.
64. In answering Paragraph 88, Defendant realleges Paragraphs 1-63.
65. Defendant denies the allegations of Paragraphs 89-93.
66. In answering Paragraph 94, Defendant realleges Paragraphs 1-65.
67. To the extent that Paragraphs 95-99 allege the existence of a fiduciary duty owed by decedent to Plaintiff, Defendant denies the same.
68. Defendant denies the allegations of Paragraphs 95-99.
69. In answering Paragraph 100, Defendant realleges Paragraphs 1-68.
70. Defendant denies the allegations of Paragraphs 101-104.
71. In answering Paragraph 105, Defendant realleges Paragraphs 1-70.
72. Defendant denies the allegations of Paragraphs 106-109.
73. In answering Paragraph 110, Defendant realleges Paragraphs 1-72.
74. Defendant denies the allegations of Paragraphs 111-114.
75. In answering Paragraph 115, Defendant realleges Paragraphs 1-74.
76. Defendant denies the allegations of Paragraph 116.

FOR A SECOND DEFENSE

(DUTY TO AVOID OR MITIGATE)

77. Defendant realleges Paragraphs 1-76, to the extent not inconsistent herewith.
78. Any sums paid by Plaintiff to Medicare with respect to the matters set forth herein were not legally due and payable under the provisions of U. S. Code Title 42, Section

1395 gg. In this case the Medicare demand was made years after the applicable limitations period expired.

79. Plaintiff could have avoided payment by exercising administrative appeal remedies and/or by offering decedent the opportunity to appeal on its behalf. Plaintiff cannot now recover any sums paid from Defendant.

FOR A THIRD DEFENSE

(ESTOPPEL)

80. Defendant realleges Paragraphs 1-79, to the extent not inconsistent herewith.

81. Only Plaintiff had the legal right to rebut and appeal the Medicare determination. Decedent had the right to expect that Plaintiff would do so and, if not, would clearly so indicate to decedent, which it did not do.

82. If Plaintiff opted not to rebut and appeal the Medicare determination, and if it expected decedent to bear the cost of the same, it had a duty to explain these expectations to decedent and to give him the opportunity to rebut and appeal on Plaintiff's behalf, which it did not do.

83. Under the provisions of U. S. Code Title 42, §1395 gg, a valid defense existed to the Medicare determination, to wit, that it was initiated years after the expiration of the applicable limitations period.

84. Defendant first learned of Plaintiff's failure to assert valid defenses only after the time for administrative appeals had expired.

85. Plaintiff's conduct in not rebutting and appealing the Medicare determination or allowing decedent to do so for it estops Plaintiff from now seeking recovery of any sums paid by it with respect to the said determination.

FOR A FOURTH DEFENSE

(LACHES)

86. Defendant realleges Paragraphs 1-85, to the extent not inconsistent herewith.
87. Plaintiff knew by late April or early May, 2007, that the facts it now complains of existed.
88. Plaintiff delayed in bringing proceedings until April, 2010, and this delay has unfairly prejudiced the Defendant's substantive rights and ability to defend this action, to wit:

(a) Plaintiff failed to rebut and appeal the Medicare determination where meritorious grounds to do so existed nor did it offer decedent the opportunity to rebut and appeal on its behalf. The time for rebuttal and appeal had lapsed by the time of the initiation of these proceedings.

(b) Decedent died on November 5, 2009. Few, if any, communications on the subject matters of these proceedings were in writing, and Defendant is thus unable to properly defend these proceedings without decedent's knowledge of relevant facts.

89. Plaintiff's delay in bringing these proceedings is such that equity cannot allow them to proceed.

FOR A FIFTH DEFENSE

(MISTAKE OF LAW, VOLUNTARY PAYMENT)

90. Defendant realleges Paragraphs 1-89, to the extent not inconsistent herewith.
91. U.S. Code Title 42, §1935gg precludes Medicare from recovering alleged overpayments to care providers where the Medicare determination is made subsequent to

the third year following the year in which the care provider is notified of payment being made.

92. The Medicare determination with respect to Plaintiff and decedent was made on or about May 31, 2007, and, on information and belief notice of the related payments were made to Plaintiff in 1999, 2000, and 2001 (at the latest).

93. Medicare did not have the right to recoup the payments at issue.

94. If Plaintiff by reason of mistake of law or for other reasons paid that which neither it nor decedent were legally obligated to pay, it did so as a volunteer and cannot seek repayment from Defendant.

FOR A SIXTH DEFENSE
(STATUTE OF LIMITATIONS)

95. Defendant realleges Paragraphs 1-94, to the extent not inconsistent herewith.

96. Plaintiff knew, or should have known, more than three years prior to the initiation of these proceedings that decedent had been suspended by the Medicare Office of Inspector General.

97. Plaintiff's failure to act on this knowledge in a timely manner bars its action under S.C. Code Ann. §15-3-530.

FOR A SEVENTH DEFENSE
(LACK OF SUBJECT MATTER JURISDICTION)

98. Defendant realleges Paragraphs 1-97, to the extent not inconsistent herewith.

99. The Probate Court of Darlington County has exclusive original jurisdiction over the matters set forth in the Complaint under S. C. Code Ann. §62-1-302(a).

100. Defendant would show that the action is not properly initiated in the Court of Common Pleas.

FOR AN EIGHTH DEFENSE
(FAILURE TO STATE FACTS SUFFICIENT TO
CONSTITUTE A CAUSE OF ACTION)

101. Defendant realleges Paragraphs 1-100, to the extent not inconsistent herewith.

102. Defendant would show that the First, Fourth, Seventh, Ninth, Tenth, Eleventh, Thirteenth, Fourteenth, Fifteenth, Sixteenth, Eighteenth, and Twentieth causes of action fail to state facts sufficient to constitute a cause of action or are repetitions of other causes previously alleged.

FOR A NINTH DEFENSE

103. Defendant realleges Paragraphs 1-102, to the extent not inconsistent herewith.

104. On information and belief, decedent was paid by Plaintiff on the basis of a percentage of the collected billings attributable to his medical services. Defendant does not know at this time the exact arrangement between Plaintiff and decedent but believes the percentage to have been less than fifty percent (50%).

105. Any amounts collected by Plaintiff for decedent's billing above the amount paid to decedent would have been retained by Plaintiff and inured to its benefit.

106. In addition to treating Medicare patients, decedent would have treated other patients, many of them private pay.

107. In the event that this Court should find that Defendant is liable to Plaintiff on account of the asserted Medicare repayment, which Defendant denies, Defendant would show unto this Court that its duty to repay would be limited to the total amount repaid by Plaintiff to Medicare multiplied by the percentage of collected billings agreed upon between decedent and Plaintiff.

FOR A TENTH DEFENSE

108. Defendant realleges Paragraphs 1-107, to the extent not inconsistent herewith.

109. If Defendant is found by this Court to be liable to Plaintiff in some amount, which Defendant denies, the measure of Plaintiff's recovery is not capable of being reduced to certainty at this time and the Plaintiff is therefore not entitled to prejudgment interest.

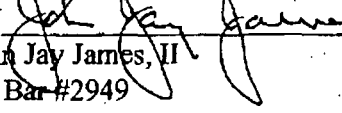
WHEREFORE, having fully answered, Defendant prays:

- A. That Plaintiff's Complaint be dismissed.
- B. For costs and expenses, including reasonable attorney's fees.
- C. For such other and further relief as this Court deems just and proper.

Respectfully Submitted,

PAULLING & JAMES, LLP

June 17, 2010

BY 
John Jay James, II
SC Bar #2949
Paulling & James, LLP
112 Cashua Street
P. O. Box 507
Darlington, SC 29540
843-393-3881 (Telephone)
843-393-6089 (Fax)
pilaw507@bellsouth.net Email
Attorneys for Defendant

2010 JUN 17 AM 10:45
SCOTT B. DUGGS
CLERK OF COURT
DARLINGTON COUNTY, S.C.

FILED

**STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON
IN THE COURT OF COMMON PLEAS**

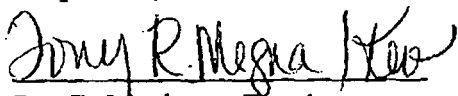
Pee Dec Health Care, P.A.)
)
Plaintiff,)
)
v.)
)
Estate of Hugh S. Thompson,)
)
Defendant.)

10-CP-16-0332

**PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT**

2010 DEC 9 PM 4:11
 FILED
 SCOTT E. STIGGS
 CLERK OF COURT
 DARLINGTON COUNTY, S.C.

PLEASE TAKE NOTICE that the Plaintiff, pursuant to Rule 56, S.C.Civ.P., moves before the Presiding Judge of Darlington County for the entry of Summary Judgment against the Defendants in the above case. The Motion of Plaintiff is based on the admissions made by the Defendants in their Answer of the Defendant, a copy of which is attached hereto, as well as the pleadings filed by the parties to date, the documents produced during discovery between the parties, and affidavits and other information that Plaintiff will provide in support of its Motion in accordance with Rule 56(c), S.C.Civ.Pr.

Respectfully submitted,

 Ben R. Matthews, Esquire
 Tony R. Megna, Esquire
 3400 West Avenue
 Columbia, SC 29203
 803.799.1700

December 8, 2010.

**STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON
IN THE COURT OF COMMON PLEAS**

Pee Dee Health Care, P.A.)
)
Plaintiff,)
)
v.)
)
Estate of Hugh S. Thompson,)
)
Defendant.)
_____)

10-CP-16-0332

**The undersigned avers that the below-named were served with a copy of the
Plaintiff's Motion for Summary Judgment on December 8, 2010.**

**Jay James
PO Box 507
Darlington, SC 29540**

**Renee Jose
PO Box 5478
Florence, SC 29542**



Mark Matthews

STATE OF SOUTH CAROLINA,)	
)	IN THE COURT OF COMMON PLEAS
COUNTY OF DARLINGTON)	DOCKET NO.: 10-CP-16-0332
)	
Pee Dee Health Care, P.A.,)	
)	
Plaintiff,)	
)	
vs.)	MOTION TO AMEND ANSWER
)	
Estate of Hugh S. Thompson,)	
)	
Defendant.)	
_____)	

Pursuant to Rule 15 of the South Carolina Rules of Civil Procedure, the Defendant moves to amend his Answer to make corrections and allege additional defenses. A copy of the proposed Amended Answer is attached hereto as exhibit A and has been previously provided to Plaintiff's counsel.

After filing its Answer, through preliminary discovery, the Defendant became aware of additional facts and additional defenses available. The proposed amendments will not prejudice the Plaintiff since discovery in the matter has only begun and the matter is not set for trial; moreover, the proposed amendments will serve the ends of justice. Thus, the rule provides that leave shall be freely given.

Counsel has consulted with counsel for the Defendant and they have refused to consent to the proposed amendments.

WHEREFORE, Counsel for Defendant, hereby files this motion and requests that this Honorable Court provide it leave to amend its responsive pleadings in this matter, as proposed.

Florence, South Carolina

December 10, 2010

TURNER, PADGET, GRAHAM & LANEY, P.A.

BY: 

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TRUE CERTIFIED COPY,
Scott B. Sures
CLERK OF COURT/RMC
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON
IN THE COURT OF COMMON PLEAS

Pee Dee Health Care, P.A.,

Plaintiff,

v.

10-CP-16-0332

Estate of Hugh S. Thompson,

Defendant.

2011 MAR 11 AM 10:45
SCOTT B. SURES
CLERK OF COURT/RMC
DARLINGTON COUNTY, S.C.

FILED

**RETURN OF PEE DEE HEALTH CARE, P.A. TO
DEFENDANT'S MOTION TO DISQUALIFY**

INTRODUCTION

PART I

The Plaintiff, Pee Dee Health Care, P.A. is a professional medical association with clinical offices in Darlington, SC and Olanta, SC. The Defendant is the Estate of Hugh S. Thompson, M.D. Dr. Thompson died on November 5, 2009.¹ This action is a proceeding pursuant to S.C. Code Ann. Section 62-1-201(32). The Plaintiff is a claimant of the estate S.C. Code Ann. Section 62-1-201(4). The Personal Representatives of the Decedent's estate [the Decedent's grown children] are the sole successors as defined by S.C. Code Ann. Section 62-1-201(42) to the assets of the estate other than the claim of the Plaintiff², and trustees to the estate as defined by S.C. Code Ann. Section 62-1-201(45) with corollary fiduciary duties to the estate.

¹ The undersigned has been the CEO and General Counsel to Plaintiff since 1995. The undersigned had no conversations with the Decedent in regard to any of the matters contained in this lawsuit. However, the Decedent initiated a telephone call indicating he was sending unspecified documents to the Plaintiff. Those documents have been provided to the Defendant during discovery. During discovery, the Defendant was notified of the employees of the Plaintiff who did, in fact, have actual contact with the Decedent.

² There is another claim against the estate that is being defended by the Decedent's professional malpractice carrier.

Both the Plaintiff and the Personal Representatives of the Estate are "Interested Persons" as defined by S.C. Code Ann. Section 62-1-201(20). Apparently, Mr. James and Mr. Josey are representing both the Defendant estate and the Personal Representatives³ of the Estate as defined by S.C. Code Ann. Section 62-1-201(30). This is problematic as the Personal Representatives are fiduciaries to the estate, and must exclude all selfish interest in its dealings with others who make claim to the assets of the estate. *Cartee v. Lesley*, 290 S.C. 333, 350 S.E. (2d) 388 (1986). "Consequently, it is generally undesirable for one of the beneficiaries of a trust to act as trustee, since he is thereby put in a position to favor himself at the expense of the other beneficiaries." *Yates v. Yates*, 255 Ill. 66, 99 N.E. 360 (1912); *Selleck v. Hawley*, 331 Mo. 1038, 56 S.W. (2d) 387 (1932). A "fiduciary" includes a personal representative under § 62-1-201(13) (1987).

In evaluating an attorney's duties to third parties under the probate code, the Supreme Court stated, in *In Douglas ex rel. Louthian v. Boyce*, 542 S.E. 2d 715 (2001),

"...[W]e emphasize that attorneys must conduct themselves ethically in all matters. The fact the legislature has seen fit to limit an attorney's responsibility to third parties when representing a fiduciary does not diminish this overriding ethical obligation.

PART II

The Plaintiff submits that the purpose of the Motion to Disqualify, as noted herein, violates, among other rules, Rule 407, Rule 4.4(a) of the SCACR in that the motion serves no substantial purpose other than to embarrass, delay, or burden a third person, or use methods of obtaining evidence that violate the legal rights of such a person. Comment 1 to Rule 4.4 states:

Responsibility to a client requires a lawyer to subordinate the interests of others to those of the client, but that responsibility does not imply that a lawyer may

³ It is unclear whether Mr. James and Mr. Josey are representing the Personal Representatives of the Estate in their individual capacities as well. If so, this implicates at least Rule 407, Rules 1.7, 1.8(g), and 2.3. If not, then Rule 407, Rules 1.18 and 4.3 are implicated as well as the application [or lack thereof] of the attorney-client privilege.

disregard the rights of third persons. It is impractical to catalogue all such rights, but they include legal restrictions on methods of obtaining evidence from third persons and unwarranted intrusions into privileged relationships, such as the client lawyer relationship.

PART III

The Decedent, Dr. Hugh Thompson, was disbarred⁴ as a physician from the Medicare program effective March 31, 1996. The Defendant admitted this fact on page 2, ¶ 10 of Defendants Answer filed June 17, 2010]. The Decedent admitted this fact in a statement he made dated May 28, 2004 [Exhibit E]⁵, and the letter from the Medicare OIG evidencing Decedent's disbarment is attached as Exhibit F. For the Court's convenience, the exhibits⁶ Plaintiff refers to herein have been bound in a separate volume; and are incorporated hereinto be reference.

In early 1998, Decedent was employed by the medical offices of Don Fowler in Marion, SC. While working in Dr. Fowler's medical offices, the Decedent filed an application with Medicare to be approved as an eligible physician to see those patients enrolled in the Medicare program. That application is attached as Exhibit A, and is discussed in more depth below. On June 12, 1998, Medicare sent Dr. Thompson a request that stated his original application was

⁴ Disbarment of a physician such as Decedent from the Medicare program excludes the offending physician from participation in the Medicare and State health care programs so that no payment is made for any items or services (other than an emergency item or service) furnished, ordered or prescribed by you under the above-mentioned programs. The foregoing explanation excludes possible criminal implications to disbarment which are not present in the instant case.

⁵ The two-page document [Exhibit E] was provided to the Plaintiff by Mr. James by letter dated July 9, 2010 (a copy of Mr. James' letter is attached hereto as Exhibit GG, see item 2).

⁶ In its various Motions, the Defendant has referred to several of the exhibits Plaintiff has provided this Court. The Defendant, however, reserved objections to their admissibility. Most, if not all, of the documents were obtained by both Plaintiff and Defendant from public sources, government offices or businesses that retained the documents in the ordinary course of their business. Regardless, there is little doubt the documents are admissible under the SC rules of evidence, including but not limited to Rules 803, 804, 901, 1003, 1004, 1005, 1007, 1008, and 1101.

incomplete. Page 2 of that letter requested that he provide Medicare with a copy of his reinstatement letter from the Medicare OIG. The letter was sent to Decedent at the work address of his then employer, Medical Offices of Dr. Don Fowler, PO Box 875, Marion, SC 29571. [Exhibit FF]. On September 14, 1998, Medicare sent Dr. Thompson a second request that stated his original application was incomplete. Page 2 of that letter again requested that he provide Medicare with a copy of his reinstatement letter from the Medicare OIG. The letter was again sent to Decedent at the work address of his then employer, Medical Offices of Dr. Don Fowler, PO Box 875, Marion, SC 29571. [Exhibit O]. The Decedent never provided this reinstatement letter nor did the Decedent otherwise respond to either the June 12, 1998 nor the September 14, 1998 letters from Medicare.⁷

PART IV

In the Fall of 1998, the Decedent left the employ of Dr. Fowler and was employed by Plaintiff. When the Decedent began his employment with Plaintiff, he completed and signed what Medicare refers to as a "Reassignment of Benefits." See Exhibit B. This document, the Reassignment of Benefits, is a required document for Medicare as funds paid for services performed by a Medicare provider are the responsibility of that provider. Dr. Thompson assigned to Plaintiff the reimbursement he received from seeing patients in Plaintiff's offices, and, in return was an employee of Plaintiff and received a substantial salary.

Medicare sent the Plaintiff a letter approving the Decedent's request that his

⁷ As noted in its Answer filed with this Court on June 17, 2010, the Defendant has admitted that the relationship of Decedent with Plaintiff was such that Decedent "was bound to act in good faith and with due regard to Plaintiffs' interest." [Page 4, 21 of Defendants Answer filed June 17, 2010]. The relationship of Decedent with Plaintiff was such that Decedent "was obligated to communicate truthfully with Plaintiff. Defendant would admit that the Decedent had not been reinstated by the Office of Inspector General at the time he worked for Plaintiff..." [Page 5, 26 of Defendants Answer filed June 17, 2010].

Reassignment of Benefits be assigned to Plaintiff's offices. See Exhibit C. Neither the Decedent nor Medicare nor the offices of Dr. Fowler informed the Plaintiff of the June 12, 1998 letter from Medicare or the September 14, 1998 letters from Medicare, all requesting the Decedent provide Medicare the Decedent's reinstatement letter from the OIG's disbarment of Decedent in 1996. Decedent continued to work for Plaintiff without providing the Plaintiff any information as to his disbarment from the Medicare program. He left the employ of Plaintiff and went to work for FirstChoice [a medical practice in Florence, SC] in December, 2000. Apparently, sometime in 2002, the Decedent and FirstChoice was advised by Medicare the Decedent was a disbarred physician with the Medicare program. Once again, neither the Decedent nor FirstChoice nor anyone else informed the Plaintiff the Decedent had been and remained disbarred from the Medicare program.⁸

In the early summer of 2007, the Plaintiff was first notified by Medicare that Dr. Thompson had been disbarred as a physician in the Medicare program during the time period he was employed by Plaintiff. A disbarred physician, such as Decedent, is not entitled to treat Medicare patients during the time of his disbarment. Likewise, a medical practice, such as Plaintiff, is not entitled to receive funds from Medicare that are assigned to it by a disbarred

⁸ "Estoppel by silence arises where a person *owing another a duty to speak* refrains from doing so and thereby leads the other to believe in the existence of an erroneous state of facts." *Id.* (emphasis added). A duty to speak or disclose may be found in three distinct scenarios:

- (1) where it arises from a preexisting definite fiduciary relation between the parties;
- (2) where one party expressly reposes a trust and confidence in the other with reference to the particular transaction in question, or else from the circumstances of the case, the nature of their dealings, or their position towards each other, such a trust and confidence in the particular case is necessarily implied; and
- (3) where the very contract or transaction itself, in its essential nature, is intrinsically fiduciary and necessarily calls for perfect good faith and full disclosure without regard to any particular intention of the parties. *Jacobson v. Yaschik*, 249 S.C. 577, 155 S.E.2d 601 (1967); *Kiriakides v. Atlas Food Sys. & Serv. Inc.*, 338 S.C. 572, 527_362*362_S.E.2d 371 (Ct.App.2000), *affirmed as modified and remanded*, 343 S.C. 587, 541 S.E.2d 257 (2001).

physician during the time period of the physician's disbarment. Once the Plaintiff was notified by Medicare of Decedent's disbarment in 2007, Mr. Mark Matthews contacted both the Decedent and his current employer, FirstChoice Health Care of Florence, SC to determine the facts of the matter. Mr. Matthews's affidavit is attached as Exhibit Z.

The undersigned represented Plaintiff during the Medicare proceedings against Pee Dee Health Care, P.A. As noted herein, the Decedent had separate counsel – Wes Jackson of Nexsen Pruet. Exhibit Q. The undersigned had no conversations with the Decedent in regard to any of the matters contained in this lawsuit. The Defendant's correctly assert the undersigned never represented the Decedent. However, the Decedent initiated a telephone call indicating he was sending unspecified documents to the Plaintiff. Those documents have been provided to the Defendant during discovery. At this time, the undersigned closed any further discussions with Decedent and advised Decedent the undersigned could not discuss the matter with him. That was the end of the conversation. During discovery, the Defendant was notified of the employees of the Plaintiff who did, in fact, have actual contact with the Decedent.

Mr. Dean Banks, the owner of FirstChoice [the Decedent's then-current employer] informed Mr. Mark Matthews that Medicare had made a similar demand of FirstChoice and FirstChoice had secured the services of a law firm in Columbia, SC, [Nexsen Pruet] to represent both, FirstChoice and Dr. Thompson, the Decedent. Mr. Banks sent Plaintiff a letter from Nexsen Pruet [Exhibit Q] contesting Medicare's determination to 'recoup' funds from FirstChoice for funds FirstChoice received during the time period Decedent worked for FirstChoice that was prior to his reinstatement to the Medicare program in 2004. The letter from Nexsen Pruet [Exhibit Q] stated in part as follows:

The excluded provider designation was imposed as a result of the suspension

of Dr. Thompson's license to practice medicine after Dr. Thompson refused to pay a fine owed to the South Carolina Board of Medical Examiners. Dr. Thompson paid this fine and his license was reinstated in 1998. Unfortunately, Dr. Thompson was unaware that he was required to file any additional paperwork and thus failed to complete the appropriate paperwork to remove his name from the OIG's excluded provider list. Thus, while he had satisfied all the necessary criteria to obtain reimbursement from Medicare and obtained the appropriate permission to do so, he was still erroneously listed as an excluded provider. Dr. Thompson and FirstChoice first became aware of Dr. Thompson's presence on the OIG's excluded provider list in 2002 when Dr. Thompson referred a Medicare patient for physical therapy in North Carolina. The practice manager of the physical therapy practice called FirstChoice and indicated that she received a letter from HCFA that Dr. Thompson was excluded from Medicare effective March 31, 1996. Up and until the point the physical therapy practice manager notified FirstChoice of Dr. Thompson's excluded provider status, Dr. Thompson and FirstChoice had no knowledge of any such designation. In response to the practice manager's discovery, FirstChoice called Palmetto GBA and spoke to Tina Houser (803.786.1034, ext. 34620), who informed FirstChoice that Dr. Thompson was in good standing with Medicare and that FirstChoice could bill and be reimbursed in South Carolina. Dr. Thompson had further conversations with the OIG and HCFA and was sent a reinstatement form in February 2002, which indicated that FirstChoice could not participate in Medicare or Medicaid until the reinstatement was completed. FirstChoice again called Palmetto GBA and was told that Dr. Thompson's Medicare number was active and that FirstChoice could bill Medicare for Dr. Thompson's services.

The administrative appeals initiated by Nexsen Pruetts on behalf of Decedent and FirstChoice resulted in the decision of the Medicare Administrative Law Court, known herein as the [the 'ALJ Joe' order dated January 22, 2008] [Exhibit M], on behalf of Dr. Thompson and FirstChoice Health Care of Florence. The 'ALJ Joe' decision overturned the initial decision of Medicare to 'recoup' funds from FirstChoice during the time of the Decedent's disbarment from Medicare. Neither FirstChoice nor Dr. Thompson provided a copy of the 'ALJ Joe' order dated

January 22, 2008⁹ to Plaintiff, even though they had agreed to provide such information to Plaintiff. [See Exhibit U - email dated July 11, 2007 from the undersigned to Mr. Banks enclosing a copy of Plaintiff's response to Medicare]. *In their memorandum to this Court [page 4], counsel for the Defendants assert that the Plaintiff's failure to communicate with the Decedent interfered with the Decedent's right to protect his own interest. In point of fact, and as demonstrated by the foregoing, just the opposite is true. The Medicare ALJ 'Joe decision' that was favorable to the Decedent and FirstChoice was dated January 22, 2008, and was never provided to the Plaintiff. If it had been, the outcome of the Medicare recoupment from Plaintiff would likely have been different. For this reason, the Defendant is equitably estopped from asserting any defense against Plaintiff do to the Decedent's own silence.*

The Plaintiff received no further communications from the Decedent or Mr. Banks even though such communications had been promised. [See Exhibit P]. Nor was the Plaintiff aware of the favorable Medicare ALJ 'Joe' decision obtained by the Decedent and FirstChoice until the 'Joe' decision was produced during discovery in this case because neither FirstChoice nor the Decedent provided the information to Plaintiff. On March 14, 2008, the Plaintiff received an order [Exhibit N] from the Medicare ALJ that required Plaintiff to pay Medicare the funds it received from Medicare during the time the Decedent was disbarred from Medicare. Because of the Decedent's failure [as well as FirstChoice to provide the 'ALJ order to Plaintiff], PDHC did not have the opportunity to present the favorable 'ALJ Joe determination' as a defense to the

⁹ Sometime in 2007, Dr. Thompson did contact the undersigned to inform him that the Decedent was providing 'some papers' to Plaintiff. The Decedent further informed the undersigned he was represented by a 'lawyer in Columbia.' The undersigned and the Decedent had no substantive communications concerning these matters whatsoever at any time. The Decedent, however, did send the Plaintiff a few documents which have been produced to the Defendant. [Exhibit V], and as noted herein below, the Defendant has obtained from other sources. All other conversions between Plaintiff and Decedent in regard to these matters, both prior to and following 2007, took place with Mr. Mark Matthews and other employees of Plaintiff. [See Exhibit Z].

claims made by Medicare against PDHC and Dr. Thompson, the Medicare Independent Review Board [QIC], the Medicare ALJ, or to the Medicare Appeals Council; and the Defendant is collaterally estopped [as well as equitably estopped due to his own silence] from re-litigating the matter in any manner whatsoever.¹⁰

PART V

Regardless of all of the Defendant's claims, the Defendant, while blaming the Plaintiff's for Decedent's woes, has never identified the source of any legal duty of the Plaintiff to act to protect the interests of the Decedent in any instance. The Decedent had not been employed by Plaintiff for over seven years, had never informed Plaintiff of any of the issues relating his disbarment in 1996, nor his reinstatement in 2002. In addition, in his statement dated May 28, 2004, he admits his own negligence. [See Exhibit E]. Regardless, and in all instances in which Plaintiff was involved in opposing Medicare's attempts to recoup funds obtained by Plaintiff during Decedent's disbarment from Medicare, Medicare was making demands of the Plaintiff in regard to payments received by Plaintiff under the terms of the Reassignment of Benefits executed by the Decedent on November 4, 1998 [Exhibit B]. And the Decedent actually [and constructively] knew of the matter as demonstrated by the email between Mr. Banks and Mr. Mark Matthews. [Exhibit Q]. As noted herein in more detail,

- a. Decedent was represented by independent counsel of his own choosing beginning

¹⁰ See for instance *Parklane Hosiery Co. v. Shore*, 439 U.S. 322, 324 n.4, 99 S.Ct. 645, 649 n.4, 58 L.Ed.2d 552, 559 n.4 (1979) (approving use of offensive collateral when the plaintiff seeks to foreclose the defendant from litigating an issue the defendant has previously litigated unsuccessfully even in an action with another party. SC law provides the same. See n *Graham v. State Farm Fire and Casualty Ins. Co.*, 277 S.C. 389, 391, 287 S.E. (2d) 495, 496 (1982), the Supreme Court held that a lack of privity would not prevent the application of the defense of collateral estoppel where "the party adversely affected had a full and fair opportunity to litigate the relevant issue effectively in the prior action." See also *Watson v. Goldsmith*, 205 S.C. 215, 31 S.E. (2d) 317 (1944); *Jenkins v. Atlantic Coast Line R. Co.*, 89 S.C. 408, 71 S.E. 1010 (1910).

- in 2002 and during the proceedings that led to the adverse decision requiring the recoupment of funds of the Decedent that had been assigned to the Plaintiff,
- b. Decedent and FirstChoice, regardless of the reason, failed to provide the Plaintiff the very information [the 'ALJ Joe' order dated January 22, 2008] [Exhibit M]] that would have negated the Decedent's liability in the first instance.
 - c. Decedent and FirstChoice failed to communicate with Plaintiff even though they both agreed to do so. As a result of the foregoing, the Defendant, as a matter of law, is estopped from asserting any claim defense against Plaintiff because, in South Carolina, negligence takes the place of the intent to deceive when there is a duty to disclose. *Id*; 3 *Pomeroy's Equity Jurisprudence* §809 at 218 (5th 1941).
 - d. Decedent and FirstChoice failed to notify Plaintiff for over five years of the difficulties of the Decedent in regard to his disbarment status.¹¹

Following the foregoing, the Plaintiff learned the Decedent had been diagnosed with terminal brain cancer. Under the circumstances, the Plaintiff decided not to initiate litigation. Following the Decedent's death, the Plaintiff filed a claim [Exhibit J] with the Decedent's estate. The Defendant denied the Plaintiff's claim. This litigation followed.

PART VI

FACTS ADMITTED IN THE DEFENDANT'S ANSWER FILED WITH THIS COURT ON JUNE 17, 2010

Following the denial of the Plaintiff's probate claim, this litigation was initiated. In response, the Defendant filed an Answer to the Plaintiff's complaint on June 17, 2010 in which

¹¹ Defendant is subject to, and Plaintiff hereby claims that the doctrines of laches, estoppel, waiver, abandonment, acquiescence, and stale demand [and the other defenses asserted by Plaintiff] all prevent the Defendant from asserting any and all defenses to the claims of Plaintiff.

the Defendant made numerous admissions of fact and law.

The admissions in the Defendant's answer are as follows:

1. The Decedent's medical license was suspended by the SC Board of Medical Examiners on or about May 31, 1994 and that his license to practice medicine was reinstated on or about April 14, 1998. **[Page 2, ¶ 11 of Defendants Answer filed June 17, 2010].**
2. On or about March 31, 1996, the Decedent was disbarred from the Medicare program by the Office of Inspector General who oversees physician participation in the Medicare program. **[Page 2, ¶ 10 of Defendants Answer filed June 17, 2010].**
3. On or about October 26, 1998, the "Decedent entered into a relationship with Plaintiff to provide medical services to its patients, including Medicare patients." **[Page 3, ¶ 12 of Defendants Answer filed June 17, 2010]. [Page 8, ¶¶ 61 and 62 of Defendants Answer filed June 17, 2010].**
4. In 1998, the Decedent failed to seek reinstatement to the Medicare program by the Medicare Office of Inspector General. **[Page 2, ¶ 11, Answer filed June 17, 2010].**
5. Following the Decedent's disbarment from Medicare, by the Medicare Office of Inspector General, "provisions of federal law provide that a suspension of Medicare privileges [i.e., the Decedent's disbarment from the Medicare program in 1996] continues until [the Decedent was] reinstated by the Office of Inspector General [of the Medicare program]." **[Page 3, ¶ 12 of Defendants Answer filed June 17, 2010].**
6. On or about October 26, 1998, the "Decedent entered into a relationship with Plaintiff to provide medical services to its patients, including Medicare patients." **[Page 3, ¶ 12 of Defendants Answer filed June 17, 2010].**
7. The relationship of Decedent with Plaintiff was such that Decedent had a pecuniary

interest since he was paid by Plaintiff as a physician to provide medical services. [Page 5, ¶25 of Defendants Answer filed June 17, 2010].

8. The relationship of Decedent with Plaintiff was such that Decedent “was bound to act in good faith and with due regard to Plaintiffs’ interest.” [Page 4, ¶ 21 of Defendants Answer filed June 17, 2010].

9. The relationship of Decedent with Plaintiff was such that Decedent “was obligated to communicate truthfully with Plaintiff. Defendant would admit that the Decedent had not been reinstated by the Office of Inspector General at the time he worked for Plaintiff...” [Page 5, ¶ 26 of Defendants Answer filed June 17, 2010].

10. Defendant admits a Medicare provider application and an ‘reassignment of benefits [application] were prepared [with Decedent’s signature on the certifications affixed by Decedent – see Exhibits A and B attached hereto and incorporated herein by reference] so as to permit Decedent to treat Medicare patients and for Plaintiff to receive payments therefore.” [Page 2, ¶ 9 of Defendants Answer filed June 17, 2010].

11. “Defendant admits that Decedent had a duty to be truthful on any and all applications, certifications, and affirmations to Medicare and/or Plaintiff.” [Page 6, ¶ 34 of Defendants Answer filed June 17, 2010].

12. “Defendant admits so much of ¶10 of the Complaint as alleges that Palmetto GBA [the Medicare representative that oversees the payment of claims for the Medicare program in South Carolina] issued to Decedent Medicare provider number D993211724...” See Exhibit C attached hereto. [Page 3, ¶ 12 of Defendants Answer filed June 17, 2010].

13. On or about June 17, 2007, the Plaintiff received a demand letter from Medicare that “would have had a content similar to that set forth in paragraph 12 of the Complaint.” [Page 3, ¶

14 of Defendants Answer filed June 17, 2010]. Paragraph 12 of the Plaintiff's Complaint stated as follows:

On or about June 7, 2007, Plaintiff received a letter dated May 30, 2007 from Palmetto GBA in regard to medical services provided by Decedent on behalf of Medicare beneficiaries for the dates of October 26, 1998 to December 10, 2001.

The letter stated, among other matters:

- a. That the Decedent had been suspended (sanctioned) from participation in the Medicare program during the time periods March 31, 1996 to June 20, 2002.
- b. That during the sanction period as stated in (a), Medicare payments were paid to Plaintiff for services Decedent provided to Medicare beneficiaries because the Decedent had completed an 'assignment of benefits' to Plaintiff. However, Decedent omitted any reference in regard to this suspension from the Medicare program.
- c. That Plaintiff was liable for the funds paid regardless of the fact that Plaintiff had no knowledge of the matter and that Dr. Thompson had provided both Plaintiff and Medicare with false information.
- d. That the estimated overpayment made by Medicare for patients provided by Decedent during the time he was suspended from the Medicare program was \$208,821.03 plus interest at 12.375%.

The letter of June 17, 2010 is attached hereto as Exhibit X.

14. On May 10, 2010, the personal representative of the Decedent's denied the Plaintiff's claim. **[Page 4, ¶ 18 of Defendants Answer filed June 17, 2010].**
15. Defendants have no knowledge of "any... Representations made by Decedent to Plaintiff..." **[Page 2, ¶ 10 of Defendants Answer filed June 17, 2010].**
16. To the extent that Decedent was an employee of Plaintiff, Decedent admits that a duty of loyalty to Plaintiff was owed." **[Page 6, ¶ 30 of Defendants Answer filed June 17, 2010].**
17. "Decedent ... erroneously believed that filing a provider application to Palmetto GBA (a Medicare contractor) was sufficient to reinstate Decedent's status as a Medicare provider." **[top**

of Page 3, ¶ 11 of Defendants Answer filed June 17, 2010 and Exhibit E].

18. On or about April 13, 2010, Plaintiff filed a claim with Decedent's estate. On or about May 19, 2010, Plaintiff filed an amended claim with Decedent's estate which was denied by the personal representative of the Decedent's estate, i.e., the Defendants. [Page 4, ¶¶ 17 and 18 of Defendants Answer filed June 17, 2010].

19. Defendants have no information in their possession in regard to the allegations of ¶32 of the Plaintiff's Complaint, and therefore deny same.

20. Paragraph 32 of the Plaintiff's Complaint states:

Decedent breached his duty to Plaintiff:

- a. By act of certifying to Plaintiff personally and on his Medicare applications that he was truthful
- b. By omission failing to inform Plaintiff of the falsity of his affirmations and certifications that he was barred from medically treating Plaintiff's Medicare patients

Respectfully, the Defendant has many documents in its possession which are direct evidence of the allegations made in paragraph 32. Please see documents A, B, E, F, O, FF, Y, Z, AA, BB, CC, DD and EE.

PART VII

FACTS ADMITTED BY THE DECEDENT IN THE WRITTEN STATEMENT OF THE DECEDENT DATED MAY 28, 2004 [EXHIBIT E]

In its Motion to Disqualify the undersigned from representing Plaintiff, the Defendant argues that the undersigned is a necessary witness because the Defendant needs to determine questions surrounding a statement dated May 28, 2004 written by the Decedent and documents obtained by the undersigned from the SC Board of Medical Examiners. The Defendant knows the undersigned's testimony is neither necessary nor proper in any instance. First, Mr. James

produced the same documents to the Plaintiff after he received them from the SC Board of Medical Examiners pursuant to requests he made. [See Exhibits GG evidencing Mr. James requests and his production of those documents to Plaintiff], And the Plaintiff produced the document to the Defendant pursuant to documents it received from the Board of Medical Examiners pursuant to subpoena. [See Exhibit NN]. Second, the May 28, 2004 two-page letter prepared by the Decedent [Exhibit E] is the same two-page document that was produced to Plaintiff by Mr. James by letter dated July 9, 2010. The two-page letter dated May 28, 2004 [Exhibit E] is a summary of events prepared by the Decedent in regard to matters surrounding his disbarment from Medicare. A copy of Mr. James' letter is included as Exhibit GG (see item 2). The cover letter Decedent addressed to undersigned is Exhibit HH. Exhibit V is the remaining documents provided by Decedent. The undersigned had no conversations with the Decedent concerning any of the documents Decedent provided as the Decedent informed the undersigned he was being represented by "an attorney in Columbia." The Defendant's arguments it uses to request this Court to Disqualify the undersigned from representing the Plaintiff are not simply 'red herrings,' they are contrived.

21. On his statement dated May 28, 2004 [Exhibit E], the Decedent avowed, among matters:

- a. **I concede that in 1996 I received from US Health and Human Services, or the Office of the US Inspector General, a letter informing me of my status as a Medicare provider. [See Exhibit F]. The document addressed procedures for reinstating such status, I concede, as well, that I do not have this document, and that I have completely forgotten it by the Spring of 1998, when I was in the process of resuming medical practice.**

22. As noted above, the Decedent has admitted to his own disbarment, and his own failure to rectify the matter -- regardless of the reason. Moreover, it is undisputable that Plaintiff had no

knowledge of the matter while Decedent had repeated actual knowledge of the matter, but, again, for whatever reason, ignored the matter.

23. Respectfully, the statements made in the Motion to Disqualify are misleading and inappropriate. The only reasonable inference is that the Defendant, and its counsel, has provided information to this court in the Motion to Disqualify that, in its best possible light, is misleading. See Rule 407, Rule 3.3, [Comment 2] SCRAP, which states "... although a lawyer in an adversary proceeding is not required to present an impartial exposition of the law or to vouch for the evidence submitted in a cause, the lawyer must not allow the tribunal to be misled by false statements of law or fact or evidence that the lawyer knows to be false. As noted in Comment 3 to Rule 3.3, "There are circumstances where failure to make a disclosure is the equivalent of an affirmative misrepresentation."¹² The obligation prescribed in Rule 1.2(d) not to counsel a client to commit or assist the client in committing a fraud applies in litigation. It is undisputed that Mr. James, by letter dated July 9, 2010, provided the Decedent's statement as part of the documents held by the Defendant. Plaintiff obtained the same two-page version of the document from FirstChoice and provided to the Defendant on July 30, 2010 [See Exhibit MM]. Moreover, the Defendant had ALL of the documents the Plaintiff has now presented to this Court *prior to* filing its Motion to Disqualify. For instance, and just to demonstrate a few of the matters *actually known* to the Defendant and its counsel *that are in addition to the admissions made by the Defendant and its counsel in its Answer filed with this Court on June 17, 2010*, and in addition to the additional matters stated herein:

¹² Comment 8 to Rule 3.3 provides " ... A lawyer's knowledge that evidence is false, however, can be inferred from the circumstances. See Rule 1.0(g). Thus, although a lawyer should resolve doubts about the veracity of testimony or other evidence in favor of the client, the lawyer cannot ignore an obvious falsehood.

- a. On August 31, 1998, Medicare sent a letter to Decedent's then employer, Dr. Don Fowler, reassigning Decedent's Medicare billings to Dr. Fowler's office. [Exhibit W]. The letter from Medicare was sent to Decedent at the work address of his then employer, Dr. Don Fowler, PO Box 875, Marion, SC 29571. It was signed by Ms. Gina Kelly of Medicare.
- b. **On September 14, 1998, Medicare sent Dr. Thompson a request that specifically requested on page 2 that he provide Medicare with a copy of his reinstatement from the Medicare OIG.** This request was again signed by Ms. Kelly of Medicare. The letter was again sent to Decedent at the work address of his then employer, Dr. Don Fowler, PO Box 875, Marion, SC 29571. [Exhibit O]. **As noted previously, and unknown to Plaintiff, this was the third letter the Decedent had received from Medicare in regard to his disbarment as a provide from Medicare, the first being dated March 11, 1996 [Exhibit F] and the second being dated June 12, 1998 [Exhibit FF].**
- c. In late September or early October, 1998, just days after receiving the September 14, 1998 letter from Medicare], the Decedent requested he be employed by Plaintiff. [See affidavit of Mark Matthews].
- d. **At no time prior to or during his employment with Plaintiff did Decedent inform Plaintiff nor anyone employed by Plaintiff that he had been disbarred by Medicare in 1996 [Exhibit F] nor that he had received two additional letter from Medicare dated June 12 and September 14, 1998 [Exhibit FF and O] requesting Decedent provide a copy of Decedent's re-instatement from the Medicare OIG.**

PART VIII

**PREDJUCIAL USE OF UNRELATED, INAPPROPRIATE INFORMATION,
AND DEFAMATORY LITIGATION STRATEGY**

The undersigned submits that not only do the Personal Representatives of the Estate of the Decedent have conflicts of interest in the case at bar, and not only have they made mis-statements of material facts by co-mission and omission, but that they have also resorted to an inappropriate and demeaning litigation strategy in the case at bar that is, in its best light, dishonorable. The Defendant has produced absolutely no evidence whatsoever that the undersigned had any contact with the Decedent other than the Decedent providing limited documents to the Plaintiff that have been disclosed to the Defendant during discovery. Mr. Josey and Mr. James also know they obtained these same documents from the SC Board of Medical Examiners, see Mr. James letter dated June 2, 2010 [See Exhibit KK]. It is not much of a leap to conclude that that there was and is no reasonable basis to file the Motion to Disqualify in the first instance.¹³

The Motion to Disqualify is replete with implied [and not so implied] offensive and unjustified personal and professional attacks on the integrity of the undersigned. It is no secret that the Plaintiff and the undersigned are involved in litigation now pending in Florence County that is completely unrelated to the case at bar. Nor is it a secret that the undersigned was the CEO of MCHG, LLC, the holding company that is at the center of the Lake City litigation. Mr. Josey's and Mr. James' attaching a copy of the Medicare 855 to the Motion to Disqualify noting that fact is for no legitimate reason other than to inflame the passions of this Court. The undersigned is extremely aware that Mr. Josey and Mr. James are attempting to convey to the

¹³ Mr. Josey's law firm has been previously admonished for discovery misconduct. The Plaintiff remains astounded that Mr. James' has participated in such matters.

Court the misleading, insulting and not so subtle message to this Court that the undersigned is somehow “dishonest, untrustworthy”, etc. They can phrase the issue however they wish. But the truth is they have underestimated the undersigned’s absolute unwillingness to bend to such baseless, self-serving, dishonorable actions. The undersigned’s association with MCHG and the “Lake City” litigation issues occurred no less than seven [7] years *AFTER* the Decedent left the employ of the Plaintiff. Moreover, the Decedent *has actually admitted his own wrongdoing*. [See Exhibit E]. Mr. Josey, Mr. James, and the Personal Representatives of the Estate of the Decedent have seriously miscalculated the determination of the Plaintiff, and the undersigned, to remedy the wrong that has occurred in the case at bar – as well as in the Lake City matters.

The undersigned has no qualms in informing this Court that the ‘Lake City litigation’ involves significant allegations of unethical and unprofessional conduct by lawyers of one of the largest law firms in this state, allegations of unethical and unprofessional conduct by lawyers in an influential firm in the Pee Dee, allegations of unethical and unprofessional conduct by relatives of a judge in Florence County, allegations of unethical and unprofessional conduct by physicians with medical practices in Lake City, SC, and allegations of conspiracy, fraud and unprofessional conduct by many others. Neither is it a secret that the ‘Lake City litigation’ began with the foregoing lawyers and physicians providing *ex parte* information to a Florence County judge¹⁴ that led to the issuance of an *ex parte* restraining order against the undersigned and others. Nor is it secret that the *ex parte* order, as intended by the unethical conduct of many, destroyed a business venture in which the Plaintiff, the undersigned and others were partners.

While the undersigned is perhaps prohibited from discussing the precise nature of the

¹⁴ The undersigned was the Chief Executive Officer of the venture. That is no secret and the undersigned has never denied it. However, the undersigned’s position as CEO of that venture, that was initiated in 2007-08 has nothing to do with the current proceedings before this Court.

pending investigations surrounding the matters, the undersigned can attest to the fact, that nearly three years after the initial events, no allegations of wrongdoing against the Plaintiff nor the undersigned have been proven true for the simple reason that there was no wrongdoing by the Plaintiff nor the undersigned in the first instance.

In sum, the Plaintiff and the undersigned, as well as many others, were victimized by many in the Pee Dee area in regard to the Lake City matters. Neither the Plaintiff nor the undersigned has asked for nor expect compassion, empathy, or even understanding from anyone. Additional litigation against those involved in the events leading up to and including the obtaining of the fraudulently obtained *ex parte* order is forthcoming. The Plaintiff provides the foregoing information to this Court for one simple reason. Counsel for the Defendants have unnecessarily, maliciously, and unethically interjected the 'Lake City litigation' into this lawsuit by their personal attacks and insinuations of improper conduct by the undersigned; and have attached a Lake City document to their Motion to Disqualify for the sole realistic reason of prejudicing these proceedings. The Motion to Disqualify crosses the line from advocacy to obstructionism. See the foregoing discussion in relation to Rule 401, Rules 3.3 and 3.4.

The false and unprincipled personal accusations and innuendos being made by Mr. James and Mr. Josey against the undersigned have placed this Court in the unfair and unenviable position of determining whether or not Mr. James and Mr. Josey's accusations [implied and explicit] have prejudiced these proceedings to the extent this Court should *sua sponte* recuse itself from hearing and determining these matters. In the Lake City litigation, the Chief Justice of the SC Supreme Court specifically assigned the proceedings to a jurist outside of the immediate Pee Dee area because of concerns of actual and perceived conflicts of interest as well as the appearance of such conflicts. Mr. James' and Mr. Josey's unprincipled attacks on the

undersigned and the Plaintiff have placed this Court in a similar position considering the distasteful circumstances we collectively find ourselves discussing.

Regardless of the Court's determination of the foregoing, the Plaintiff responds to the Defendant's Motion as follows with the foregoing and the following.

PART IX

1. The basic dispute between the parties revolves about funds repaid to Medicare by Plaintiff on Decedent's behalf during a time period [1999-2000] when, unknown to Plaintiff, Decedent was admittedly disbarred as a provider of medical services under the Medicare program. As noted herein,
 - a. Decedent admitted in May, 2004 that, in March 1996 [the first letter], he received a letter from the Medicare OIG stating he had been disbarred as a provider in the Medicare program. [See Exhibit F].
 - b. The Defendant's issue as to the undersigned's 'necessary' testimony concerning the document and the authenticity of this document in the first instance has been obviously, purposely and patently intended to mislead this Court because:
 - 1) As noted previously, Mr. Jay James, by letter dated July 9, 2010 (a copy of which is attached hereto as Exhibit GG) actually provided both pages 1 and 2 of the document to the Plaintiff. As noted, Mr. James specifically entitled the document "Summary of events and observations believed to have been prepared by Hugh S. Thompson, Jr. May 28, 2004.
 - 2) A two-page version of this document was produced and provided to Plaintiff during discovery in this case from FirstChoice Health. The two page version of the document is attached hereto as Exhibit II. This same document (as all documents provided by FirstChoice) was provided to the Defendant by Plaintiff on July 30, 2010. A copy of the email evidencing the documents produced from First Choice to Defendant's counsel, Jay James, is attached hereto as Exhibit MM.

The Plaintiff's answers to interrogatories have been updated to reflect the complete document was obtained by Plaintiff as noted above even though the Defendant's received the document from Plaintiff months prior to the filing of their Motion and provided the Plaintiff the document.

THE SECOND MEDICARE LETTER TO THE DECEDENT
DATED JUNE 12, 1998

Unknown to Plaintiff, Decedent received a second letter from Medicare dated June 12, 1998, advising him that Medicare needed additional documentation proving that he had been reinstated to the Medicare program by the OIG. See Exhibit FF. The first letter from Medicare to Decedent was the March, 1996 letter of disbarment from the Medicare OIG. This document was provided to the Defendant months ago but the Defendants have failed to note it in any of their declarations to this Court. As noted on the affidavits provided by Plaintiff, the Decedent never informed anyone at PDHC that he had been disbarred from Medicare [see Exhibits Y, Z, AA, BB, CC, DD, and EE], *and*, as noted above, he received written notices from Medicare concerning the matter at least three times prior to his employment with Plaintiff. [See Exhibits F, O, and FF].

THE THIRD MEDICARE LETTER TO THE DECEDENT
DATED SEPTEMBER 14, 1998

Also unknown to Plaintiff, Decedent received a third letter from Medicare in September, 1998, [just a few weeks before Plaintiff hired Decedent as an employee] advising him that Medicare needed additional documentation that he had been readmitted to the Medicare program by the OIG. See Exhibit O. Decedent did not provide the additional documentation to Medicare nor to Plaintiff. See affidavit of Mark Matthews – Exhibit Z. This document was provided to the Defendant months ago but the Defendants have failed to note it in any of their declarations to this Court. As noted on the affidavits provided by Plaintiff, the Decedent never informed anyone at PDHC that he had been disbarred from Medicare [see Exhibits Y, Z, AA, BB, CC, DD, and EE], *and*, as noted above, he received written notices from Medicare concerning the matter at least three times prior to his employment with Plaintiff. [See Exhibits F, O and FF].

Decedent continued a pattern of misrepresenting his disbarment from Medicare on other applications. For instance, see the answer to question in regard to a uniform insurance application from Cigna. [See Exhibit JJ, pg 7].

To question #9: Has your participation in Medicare, Medicaid, or any other government program ever been limited, curtailed or have you voluntarily excluded yourself from any of these programs.

I left the practice of medicine for several years in the mid 1990s. Since I did not bill Medicare for 4 consecutive months my Medicare number was suspended and made inactive per Medicare policy. I had to reapply for a new number when I returned to Medicine. My participation with Medicare and Medicaid is active and without restrictions currently.

24. As noted by the affidavit of Mr. Mark Matthews, he was the employee of PDHC who handled all matters with Dr. Thompson in the first instance. See Exhibit Z. Moreover, as noted on the other affidavits provided by employees of the Plaintiff, the Decedent never informed anyone at PDHC of his disbarment from Medicare. [See Exhibits Y, AA, BB, CC, DD, and EE].

25. Decedent's original application for Medicare privileges [a Medicare form 855] dated June 19, 1998, was completed by Decedent *prior to* Decedent's employment with Plaintiff. [Exhibit A]. This document was obtained during discovery from the Defendant. Plaintiff did not have this application in its possession at the time it employed Decedent. The certification signed by Decedent on the original Medicare application he completed and signed for him to treat and bill for services provided to Medicare patient states as follows:

I, the undersigned, [the Decedent] certify the following:

* * * *

3. I am familiar with and agree to abide by the Medicare laws and regulations that apply to my provider/supplier type (the Medicare laws and regulations are available through the Medicare contractor).

4. Neither the individual practitioner, the company, or the owner, director, officer, employee of the company, or any contractor retained by the company or

any of the aforementioned persons, currently is subject to sanction under the Medicare/Medicaid program, or debarment, suspension, or exclusion under any federal agency or program, or otherwise is prohibited from providing services to Medicare beneficiaries.

5. I agree that any existing or future overpayment to me by the Medicare program may be recouped by Medicare through withholding future payments.

[signed by Hugh S. Thompson, M.D. on June 19, 1998]

26. Plaintiff did NOT complete the foregoing application with, for, or, on behalf of Decedent. It was completed while the Decedent worked at the medical office of Don Fowler in Marion, SC. In fact, until this litigation began, the Plaintiff never saw a copy of the Decedent's original Medicare application.

27. When Plaintiff employed Decedent, the Decedent completed a Medicare reassignment of benefits so that Plaintiff could bill for Decedent's medical services to its Medicare patients.

[Exhibit B]. The certification signed by Decedent on the reassignment of benefits application states:

By signing this reassignment of benefits statement, you [Decedent] are authorizing the entity identified in section 1 [Plaintiff] to receive Medicare payments on your behalf.

I understand that, under the terms of my contract, Pee Dee Health Care, P.A., is entitled to claim or receive any fees or charges for my services.

[signed by Hugh S. Thompson, M.D.]

PART X

ADDITIONAL FACTS OBTAINED THROUGH DISCOVERY [AND AFFIDAVITS OF EMPLOYEES PROVIDED BY PLAINTIFF]

28. The Decedent's medical employment with PDHC continued until on or about December 10, 2000, when the Decedent left the employ of Plaintiff's medical practice of his own volition.

29. As part of the initial employment process and relationship, the Defendant provided information to Plaintiff representing that Defendant was fully and completely authorized under state and federal law to provide medical services to Plaintiff's patients who were Medicare beneficiaries. To this end, the Decedent completed a Medicare provider application (known as a HCFA 855) and a "reassignment of benefits" application to allow Plaintiff to employ Defendant and to provide the Defendant permission to treat Plaintiff's Medicare beneficiaries. [These documents are attached as Exhibits A and B]. The Medicare applications were provided to Palmetto GBA (a private contractor who contracted with the Centers for Medicare and Medicaid Services [CMS]).

30. Decedent certified the information he was providing to Medicare and to Plaintiff was true and correct while Decedent actually knew this certification was false. [See Exhibits A and B attached hereto.]

31. Unbeknownst to the Plaintiff, the Decedent provided false and misleading information to Plaintiff and on the applications submitted to Palmetto GBA – even though the Defendant admitted in their Answer filed with this Court that Decedent had been associated with medical practices prior to this employment with Plaintiff. [Page 3, ¶ 11 of Defendants' Answer filed with this Court on June 17, 2010].

32. Specifically, Decedent failed to provide the information that he had had been previously suspended from treating Medicare patients as he had been suspended by the Medicare Office of Inspector General from the Medicare program in 1996. Dr. Thompson's failure to provide the required information concerning his suspension resulted in the continuation of his suspension as a Medicare provider of healthcare service. Dr. Thompson had been notified in writing by the Office of Inspector General on or about March 31, 1996: [See Exhibit F]

- a. That he was suspended and excluded as a provider from the Medicare program as well as all other federal health care programs, and
- b. That he could not be reinstated in the federal Medicaid program until he requested such in writing and was approved in writing.

33. After the SC Board of Medical examiners reinstated Dr. Thompson's medical license in 1998 [his medical license had been suspended on or about May 31, 1994] [See Exhibit G], Dr. Thompson failed to seek reinstatement to the Medicare program through the Office of Inspector General as he was required to do, but instead filed a false application with Palmetto GBA [the Medicare contractor who administers Medicare in South Carolina on behalf of the federal government through the agency known as the Centers for Medicare and Medicaid Services [CMS]. Decedent thus certified the information he was providing to Medicare and to Plaintiff was true and correct while Decedent actually knew this certification was false.

34. Decedent failed to inform Plaintiff of this suspension from the Medicare program. [See affidavit of Mark Matthews, Exhibit Z]. See also affidavits of other employees of Plaintiff stating the same. [Exhibits Y, AA, BB, CC, DD and EE].

35. As a result of the false information provided by Decedent on the application to Palmetto GBA [the Medicare contractor], and to Plaintiff, Decedent:

- a. was assigned a Medicare provider number (D993211724 - effective October 26, 1998, see Exhibit C by Palmetto GBA, and
- b. was employed by Plaintiff to provide medical services to Plaintiff's patients, including Medicare patients.

36. Even though the Medicare provider numbers were issued, the Defendants admitted they were in violation of 42 CFR 1001.1901(1) which provides that Dr. Thompson's suspension from

the Medicare program continued until the suspension was lifted by the Medicare Office of Inspector General. Defendant also admitted in its Answer that the Decedent's Medicare disbarment continued until [the Decedent was] reinstated by the Office of Inspector General [of the Medicare program]." [Page 3, ¶ 12 of Defendants Answer filed June 17, 2010]. Dr. Thompson failed to do this, failed to notify Plaintiff, and continued to provide false information to the Plaintiff during the remainder of his employment with Plaintiff.

37. On or about August 9, 2002, Dr. Thompson's filed a subsequent Medicare enrollment application for reenrollment in the Medicare program. [See Exhibit H] In this application, Dr. Thompson admitted he had been previously suspended as a Medicare health care provider. On or about this same date, Dr. Thompson was reinstated as a provider of Medicare healthcare services by the Medicare Office of Inspector General. [See Exhibit I].

38. On or about June 7, 2007, Plaintiff received a letter dated May 30, 2007 from Palmetto GBA [See Exhibit X] in regard to medical services provided by Decedent on behalf of Medicare beneficiaries for the dates of October 26, 1998 to December 10, 2001.

39. On or about July 11, 2007, Plaintiff received information from the Decedent's then-current employer, FirstChoice Health Care indicating Decedent's attorneys [Wes Jackson of Nexsen Pruet] had filed a request for reconsideration request to Medicare. A copy of the letter from Mr. Jackson is attached hereto as Exhibit Q.

40. Plaintiff appealed the requests for recoupment of the funds noted above. The appeals were not successful. The Decedent was aware of the appeals being conducted by Plaintiff, and provided the Plaintiff limited documents to assist in the appeal. [See Exhibit V].

41. The Plaintiff did not receive further documents or information from Decedent or his employer even though such information was promised. [See Exhibit P and U]

42. Regardless, Plaintiff appealed Medicare's adverse determinations concerning Dr. Thompson. [See Exhibits R and T].

43. The administrative appeals ended in decisions of both the Medicare Administrative Law Court and the Medicare Appeals Council denial of the appeals. [See Exhibits N and S]. In this regard, the Decedent and his representatives and agents obtained an order, known as the [the 'ALJ Joe' order dated January 22, 2008] [Exhibit M] on behalf of Dr. Thompson and his then-current employer, FirstChoice Health Care of Florence, that was favorable to his position, and would have been favorable to Plaintiff. However, the Decedent, his agents and representatives failed to provide the 'ALJ Joe determination' even though they had promised to keep Plaintiff apprised of such matters. As a result, PDHC did not have the opportunity to present the favorable 'ALJ Joe determination' as a defense to the claims made by Medicare against PDHC and Dr. Thompson or to the Independent Review entity for Medicare or to the Medicare Appeals Council. This is very important as the ALJ determination made on behalf of PDHC and Dr. Thompson was dated March 14, 2008 [Exhibit N] while the 'ALJ Joe order,' as noted above was filed January 22, 2008.

44. Following the denial of all administrative appeals, and on or about May 1, 2008, Plaintiff paid to Medicare the sum of \$226,740.19.

45. On or about April 13, 2010, Plaintiff filed a claim with Decedent's estate. A copy of that claim is attached hereto as Exhibit J.

46. On or about May 19, 2010, Plaintiff filed an amended claim with Decedent's estate. A copy of that claim is attached hereto as Exhibit K.

47. On May 10, 2010, the personal representative of the Decedent's denied Plaintiff's claim.

PART XI

THE LAW

Rule 3.7, SCACR, 401 is the guidance for when a lawyer should be disqualified, states as follows:

(a) A lawyer shall not act as advocate at a trial in which the lawyer is likely to be a necessary witness except where:

- (1) The testimony relates to an uncontested issue;
- (2) The testimony relates to the nature and value of legal services rendered in the case; or
- (3) Disqualification of the lawyer would work substantial hardship on the client.

Our Supreme Court has held that choice of one's attorney in any action is substantial right of a party. In *Hagood v Summerville*, 607 S.E. 2d (SCSC 2005), the Court stated:

An order granting a motion to disqualify a party's attorney in a civil case affects a substantial right and may be immediately appealed under Section 14-3-330(2). Further, such an order must be immediately appealed or any later objection in a subsequent appeal will be waived. See *Whiteside v. Cherokee County School Dist. No. One*, 311 S.C. 335, 428 S.E.2d 886 (1993).

As in South Carolina, most courts have concluded that the right to one's chosen counsel is a substantial right, and that "[m]otions to disqualify opposing counsel are viewed with disfavor ... because they are often interposed for tactical reasons and result in unnecessary delay." *Bennett Silvershein Assocs. v. Furman*, 776 F.Supp. 800, 802 (S.D.N.Y. 1991). For instance, the Second Circuit has "been loathe to separate a client from his chosen attorney." *Bohack Corp. v. Gulf & Western Indus., Inc.*, 607 F.2d 258, 263 (2d Cir.1979), noting that "[t]he delay and additional expense created by substitution of counsel is a factor to which [it has] attached considerable significance...." *Id.* (citing *Lefrak v. Arabian Am. Oil Co.*, 527 F.2d 1136, 1138-40 (2d Cir.1975).

PART XII

ARGUMENTS

A

The undersigned cannot be a witness due to the application of the South Carolina Dead man's statute

The South Carolina "Dead man Statute" provides:

[N]o party to an action or proceeding, no person who has a legal or equitable interest which may be affected by the event of the action or proceeding, **no person who, previous to such examination, has had such an interest, however the same may have been transferred or come to the party to the action or proceeding, ... shall be examined** in regard to any transaction or communication between such witness and a person at the time of such examination deceased, insane or lunatic as a witness against a party then prosecuting or defending the action as executor, administrator, heir-at-law, next of kin, assignee, legatee, devisee or survivor of such deceased person ... when such examination or any judgment or determination in such action or proceeding can in any manner affect the interest of such witness....[emphasis added]

S.C. Code Ann. § 19-11-20 (1985).

Section 19-11-20 of the South Carolina Code (1976) bars the "**examination**" of a person with an interest from testifying regarding a conversation with a deceased individual, however that interest may have arisen. The Plaintiff admits that Josiah S. Matthews, III, M.D., Alexander H. Cohen, M.D., and Tony R. Megna have an interest in the outcome of the lawsuit; and further agree that they cannot "...be examined in regard to any transaction or communication between such witness and a person at the time of such examination deceased." There is nothing in the statute that allows the Defendant, the Plaintiff or this Court to waive the statutory requirement of barring the "**examination**" of any person who examination is prohibited by the statute.

In *Osterneck v. Osterneck*, 6749 S.E. 2d 127 (COA 2007), our court of Appeals, specifically held that "Section 19-11-20 of the South Carolina Code (1976), the "Deadman's" statute **bars the testimony** of a person with an interest from testifying regarding a conversation

with a deceased individual.” The *Osterneck* opinion does not discriminate between pre-trial testimony of a witness before trial and examination of a witness at trial. In fact, Rule 30 is entitled “Depositions upon Oral Examination.” Similarly, our Supreme Court has used the words “examination” and deposition interchangeably – and always in the context of testimony provided under oath. See, for instance, *Cooke v. Douglas*, 240 S.C. 373, 126 S.E. 2d 20 (1962).

The Defendant has argued that the Deadman statute is intended to protect the Decedent.

However, the Supreme court, in *Hanahan v. Simpson*, 485 SE 2d 903 (1997) stated:

Professor McCormick calls it a "blind and brainless" technique which, in seeking to avoid injustice on one side, ignores the equal possibility of creating injustice to the other. 1 *McCormick on Evidence* § 65 (4th Ed.1992).

In the current case, the Plaintiff admits the undersigned has an interest in the outcome of the litigation, and the actual language of the statute, as well our Supreme Court’s interpretation of the statute, bars the examination of the undersigned in any context as to any dealings he had with the Decedent.¹⁵

If a statute's language is unambiguous and clear, there is no need to employ the rules of statutory construction and this Court has no right to look for or impose another meaning. *Tilley v. Pacesetter Corp.*, 355 S.C. 361, 373, 585 S.E.2d 292, 298 (2003); *Paschal v. State Election Comm'n*, 317 S.C. 434, 436, 454 S.E.2d 890, 892 (1995); see also *City of Camden v. Brassell*, 326 S.C. 556, 561, 486 S.E.2d 492, 495 (Ct.App.1997) ("Where the language of the statute is clear and explicit, the court cannot rewrite the statute and inject matters into it which are not in the legislature's language."). What a legislature says in the text of a statute is considered the best evidence of the legislative intent or will. *Bayle*, 344 S.C. at 122, 542 S.E.2d

¹⁵ This statement is not intended and does not mean, implicitly or otherwise, that the undersigned had any contact with the Decedent other than the contact initiated by the Decedent informing the undersigned that Decedent was sending documents to the undersigned [which have all been produced to the Defendant] as stated herein.

at 740 (Ct.App. 2001). The words of a statute must be given their plain and ordinary meaning without resorting to subtle or forced construction. *Durham v. United Cos. Fin. Corp.*, 331 S.C. 600, 604, 503 S.E.2d 465, 468 (1998); *Adkins v. Comcar Indus., Inc.*, 323 S.C. 409, 411, 475 S.E.2d 762, 763 (1996); *Worsley Cos. v. S.C. Dep't of Health & Env'tl. Control*, 351 S.C. 97, 102, 567 S.E.2d 907, 910 (Ct.App.2002); see also *Timmons v. S.C. Tricentennial Comm'n*, 254 S.C. 378, 402, 175 S.E.2d 805, 817 (1970) (observing that where the language of the statute is clear and explicit, the court cannot rewrite the statute and inject matters into it that are not in the legislature's language). Under the plain meaning rule, it is not the court's place to change the meaning of a clear and unambiguous statute. *Hodges v. Rainey*, 341 S.C. 79, 85, 533 S.E.2d 578, 581 (2000); *Bayle*, 344 S.C. at 122, 542 S.E.2d at 739.

B

EVEN IF Rule 3.7 applies in the case at bar (which the Plaintiff denies), it only applies when an attorney, such as the undersigned, actually serves as an advocate at trial; thus the undersigned is not disqualified from acting as an advocate in regard to pre-trial matters

In a recently published case, the United States District Court for Pennsylvania, in *Townsend v. M & T Mortgage Corporation*, ___ F.3d ___ (Case No. 3:09cv1866 USDC PA. February 8, 2010) stated:

Courts have found that "Rule 3.7 pertains only to the lawyer-witness's representation of her client **at trial**; a lawyer that may be a witness at trial is able to represent her client in pretrial matters." *Evans v. Chichester Sch. Dist.*, 533 F.2d 523, 538 (E.D. Pa. 2008); see also, *Foster v. JLG Indus.*, 372 F. Supp. 2d 792, 798 (M.D. Pa. 2005) (finding that "The rule states that an attorney is prohibited from acting as an advocate **at trial**; however, **there is no indication that an attorney is prohibited from acting as an advocate during pre-trial proceedings.**") (emphasis added)).

Disqualification under subsection (a) is triggered only when the attorney actually serves as an advocate before the jury. See Murray v. Met. Life Ins. Co., 583 F.3d 173, 179 (2d Cir. 2009); see also *Ramey*, 378 F.3d at 282 ("The advocate-witness rule applies, first and foremost, where the attorney representing

the client before a jury seeks to serve as a fact witness *in that very proceeding.*" (emphasis added).

Similarly, the *Hagood* Court (*Hagood v. Summerville*, supra) also referred to Rule 3.7 in the context of "jury confusion." The Court stated:

Jurors are not likely to be confused by a lawyer's employee testifying as a witness for a client while the lawyer serves as the client's advocate. Jurors should readily perceive the distinction, particularly since the opposing party may emphasize the fact of the witness's employment.

See also *Evans v. Chichester Sch. Dist.*, 533 F.2d 523, 538 (E.D. Pa. 2008); see also, *Foster v. JLG Indus.*, 372 F. Supp. 2d. 792, 798 (M.D. Pa. 2005) (finding that "The rule states that an attorney is prohibited from acting as an advocate *at* trial; however, there is no indication that an attorney is prohibited from acting as an advocate during pre-trial proceedings.") (emphasis in original).

Similarly, in *Culebras v. Rivera-Ros*, 846 F.2d 94 (First Cir. 1988)

That Rule 3.7 is limited to situations where the lawyer-witness acts as trial counsel is underscored by the purposes most often cited as being served by the general advocate-witness rule: Three of these are 1) the possibility that, in addressing the jury, the lawyer will appear to vouch for his own credibility; 2) the unfair and difficult situation which arises when an opposing counsel has to cross-examine a lawyer-adversary and seek to impeach his credibility; and 3) the appearance of impropriety created, *i.e.*, the likely implication that the testifying lawyer may well be distorting the truth for the sake of his client. *Bottaro v. Hatton Associates*, 680 F.2d at 897; *International Electronics v. Flanzer*, 527 F.2d at 1294; *MacArthur v. Bank of New York*, 524 F.Supp. 1205, 1208-09 (S.D.N.Y.1981); see 6 J. Wigmore, *Evidence* § 1911 (Chadbourn rev. 1976). ABA background materials to Rule 3.7 conclude that the "most cogent rationale" for the rule is 1) the interest in protecting the integrity of the advocate's professional role by eliminating the opportunity of mixing law and fact, and 2) preventing a lawyer from injecting his or her personal belief as to the cause into the lawyer's argument to the jury. *Annotated Model Rules of Professional Conduct*, ABA, Rule 3.7, Legal Background, at 251-52. See A. Enker, *The Rationale of the Rule that Forbids a Lawyer to be Advocate and Witness in the Same Case*, 1977 Am.B. Found. Research J. 455.

The above concerns are absent or, at least, greatly reduced, when the lawyer-witness does not act as trial counsel, even if he performs behind-the-scenes work for the client in the same case. One who is not trial counsel will be unable to vouch for his own credibility, *Duncan v. Poythress*, 777 F.2d 1508, 1515 n. 21 (11th Cir.1985), *cert. denied*, 475 U.S. 1129, 106 S.Ct. 1659, 90 L.Ed.2d 201 (1986); *Flanzer*, 527 F.2d at 1294, and he will be unable to mix the law and the facts in the presence of court and jury. Opposing counsel, when cross-examining, will not have to cope with the lawyer-witness's enhanced status as trial counsel. And the appearance to jurors and others that the lawyer-witness may be distorting the truth will at least be diminished so long as he is not also seen to perform in the high visibility position of trial counsel. See *General Mill Supply Co. v. SCA Services, Inc.*, 697 F.2d at 717. Finally there is no danger that the lawyer-witness might inject his or her personal belief into the advocate's argument to the jury. Even under DR 5-101(B) some courts have allowed a lawyer-witness to continue as counsel in pretrial matters, though disqualified at the trial. *Moyer v. 1330 Nineteenth Street Corp.*, 597 F.Supp. 14, 17 (D.D.C.1984); *Brotherhood of Railway Carmen v. Delpro Co.*, 549 F.Supp. 780, 789 (D.Del.1982); *Norman Norell, Inc. v. Federated Department Stores, Inc.*, 450 F.Supp. 127, 130-31 (S.D.N.Y.1978). See ABA Comm. on Ethics and Professional Responsibility, Informal Op. 1503 (1983). See also "[A] lawyer who is likely to be a necessary witness may still represent a client in the pretrial stage." *DiMartino v. Eighth Jud. Dist. Ct.*, 119 Nev. 119, 66 P.3d 945, 946 (2003)(citing *Culebras Enters. Corp. v. Rivera-Rios*, 846 F.2d 94 (1st Cir.1988); *United States v. Castellano*, 610 F.Supp. 1151, 1167 (S.D.N.Y.1985); ABA Comm. on Ethics and Prof'l Responsibility, Informal Op. 1529 (1989); and State Bar of Mich. Comm. on Prof'l and Jud. Ethics, RI-299 (Dec. 18, 1997)); see also *World Youth Day, Inc. v. Famous Artists Merch. Exch., Inc.*, 866 F.Supp. 1297, 1303 (D.Colo.1994) ("Rule 3.7 applies only to an attorney acting as an

advocate at trial. Thus, with the informed consent of the client, a lawyer who is likely to be a necessary witness may accept employment and continue to represent the client in all litigation roles short of trial advocacy." (internal quotations omitted)); *Cerillo v. Highley*, 797 So.2d 1288, 1289 (Fla. Dist. Ct. App. 2001) (concluding trial court erred in disqualifying counsel who would be witness at trial from participating in pretrial depositions); *In re Bahn*, 13 S.W.3d 865, 873 (Tex. App. 2000) ("[A]n attorney who is disqualified from representation at trial can continue to participate in the client's case until trial commences:").

In addition to the foregoing, there is a substantial line of case that hold "[D]isqualification is considered a drastic measure which courts should hesitate to impose except when absolutely necessary." *Wyeth v. Abbott Labs.*, 692 F. Supp. 2d 453, 457 (D.N.J. 2010) (quoting *Carlyle Towers Condo. Ass'n, Inc. v. Crossland Sav., FSB*, 944 F. Supp. 341, 345 (D.N.J. 1996)). "[M]otions to disqualify opposing counsel are disfavored . . . not only because disqualification robs one's adversary of her counsel of choice, but also because of the risk . . . that one could subvert the ethical rules in an attempt to use them as a procedural weapon." *Wolf, Block, Schorr & Solis-Cohen LLP*, Civ. A. No. 05-6038, 2006 WL 680915, at *1 (E.D. Pa. Mar. 9, 2006) (citing *Cohen v. Oasin*, 844 F. Supp. 1065, 1067 (E.D. Pa. 1994), *Commonwealth Ins. Co. v. Graphix Hotline, Inc.*, 808 F. Supp. 1200, 1203 (E.D. Pa. 1992), *Hamilton v. Merrill Lynch*, 645 F. Supp. 60, 61 (E.D. Pa. 1986), and Pa. Rules of Prof'l Conduct, Preamble and Scope ¶ 19 ("[T]he purpose of the Rules can be subverted when they are invoked by opposing parties as procedural weapons.")); see also *Caracciolo v. Ballard*, 687 F. Supp. 159, 160-61 (E.D. Pa. 1988) ("The Code of Professional Responsibility is applied to deter professional misconduct, and to preserve the profession's standing in the community-it was not

intended as an addition to the depressingly formidable array of dilatory strategies already part of the litigator's arsenal.").

The Defendants have not produced one scintilla of evidence that the undersigned has any knowledge whatsoever of any document provided by the Decedent for one reason – the undersigned knows nothing other than the documents which exist and have been produced to the Defendant. The Defendants proclaim the undersigned is a witness due to the litigation involving the Plaintiff with Medicare over the purported need of the Defendant to determine the Plaintiff's dealings with the undersigned during the Plaintiff's administrative appeals of the adverse decisions made by Medicare against Plaintiff. Other than the obvious attorney-client and work-product privilege issues related to this issue between Plaintiff and the undersigned, the primary answer to this demand by the Defendant is:

a. The issue in the Medicare administrative proceedings were Medicare's decision to hold Plaintiff liable as the assignee of the Decedent's billings to Medicare. See Exhibits N and S.

b. **The Decedent and his representatives and agents obtained an order, known as the [the 'ALJ Joe' order dated January 22, 2008] [Exhibit M] on behalf of Dr. Thompson and his then-current employer, FirstChoice Health Care of Florence, that was favorable to his position, and would have been favorable to Plaintiff. However, the Decedent, his agents and representatives failed to provide the 'ALJ Joe determination' even though they had promised to keep Plaintiff apprised of such matters. [See affidavit of Mark Matthews, Exhibit Z, and Exhibit P] As a result of the failure of the Decedent to provide the 'ALJ Joe Order', the Plaintiff did not have the opportunity to present the favorable 'ALJ Joe determination' as a defense to the claims made by Medicare against PDHC and Dr. Thompson or to the Independent Review entity for Medicare or to the Medicare Appeals Council. The importance of the issue is demonstrated by the fact that the ALJ determination made on behalf of PDHC and Dr. Thompson was dated March 14, 2008 [Exhibit N] while the 'ALJ Joe order,' as noted above was filed January 22, 2008. Once again, the failure of the Decedent and his agents, i.e., their own negligence, caused avoidable damage. As a result, the Defendant is estopped from asserting any action against the Plaintiff in light of his duty to disclose the 'Joe' order to the Plaintiff in the first instance.**

Our Supreme Court has held:

... Estoppel by silence arises where a person owing another a duty to speak refrains from doing so and thereby leads the other to believe in the existence of an erroneous state of facts. *Ridgill v. Clarendon County*, 192 S.C. 321, 6 S.E.2d 766 (1939). Silence, when it is intended, or when it has the effect of misleading a party, may operate as equitable estoppel. *Welch v. Edisto Realty Co.*, 170 S.C. 31, 169 S.E. 667 (1933). There is no requirement that the person whose silence misleads another have actual knowledge of the true facts if circumstances are such that knowledge is necessarily imputed to him. *Accord Alwes v. Hartford Life & Accident Ins. Co.*, 372 N.W.2d 376 (Minn.Ct.App.1985). Negligence will take the place of the intent to deceive when there is a duty to disclose. *Id*; see also 3 *Pomeroy's Equity Jurisprudence* § 809 at 218 (5th ed. 1941).

Southern Dev. Land and Golf Co. v. South Carolina Pub. Serv. Auth., 426 S.E.2d 748 (1993), *aff'g in part and rev'g in part* 305 S.C. 507, 409 S.E.2d 428 (Ct.App.1991).

See also *Macaulay v. Howard*, 230 S.C. 140, 94 S.E. (2d) 393. In *Hubbard v. Beverly*, 197 S.C. 476, 15 S.E. (2d) 740, 135 A.L.R. 1206, we held that the doctrine of estoppel applies if a person, by his actions, conduct, words or silence which amounts to a representation, or a concealment of material facts, causes another to alter his position to his prejudice or injury.

C

There is no testimony to be given by Mr. Megna as he did not have discussions with the Decedent concerning the issues in dispute

The Defendants have provided no evidence of any substantive discussions between Mr. Megna and Dr. Thompson for the simple reason that there were none. While it is also true that Mr. Megna performed the legal work on behalf of PDHC in regard to the claim made against PDHC by Medicare, *the decedent had his own independent counsel representing both him and his current employer, FirstChoice Health Care. See Exhibit Q.*

Moreover, as evidenced by the attached affidavits of Mark Matthews, he worked with Dr. Thompson in all matters related to the completion of applications and other matters in the case at bar. As Mr. Matthews notes, at no time was he aware of any discussions between Dr. Thompson and Mr. Megna. Moreover, the undersigned has attached his affidavit that he had no

conversations with Dr. Thompson other than Dr. Thompson indicating he was being represented by independent counsel in Columbia who had been secured by his then-current employer, FirstChoice Health Care of Florence. See Exhibit Q. With all due respect, the Defendant's arguments that Mr. Megna is disqualified from representing Plaintiff in these matters are inappropriate, and, at best, intended for reasons of tactics and harassment.

Finally, as the Second Circuit has stated, "[t]he delay and additional expense created by substitution of counsel is a factor to which [it has] attached considerable significance...." Mr. Megna has been handling this litigation for several years, his testimony at trial is not necessary and the Defendant's suggestions to the contrary are untrue.

D

Even if there is any testimony that is to be given by counsel for Plaintiff at trial (which Plaintiff denies) any such testimony by counsel for Plaintiff is not "necessary"

The Plaintiff respectfully directs the Court's attention to the recent case of *Jones v. Omaha Housing Authority*, ___ F.3d ___ (Case No. 3:09cv1866 USDC Nebraska) February 18, 2010) in which the Court stated and held that:

[T]he extreme measure of disqualifying a party's counsel of choice should be imposed only when absolutely necessary." *Machecha Transp. Co. v. Philadelphia Indem. Co.*, 463 F.3d 827, 833 (8th Cir. 2006). Further, "[b]ecause of the potential for abuse by opposing counsel, [motions to disqualify counsel] should be subjected to particular scrutiny." *Id.* (internal quotations omitted); see *Droste v. Julien*, 477 F.3d 1030, 1035 (8th Cir. 2007). Pursuant to the Nebraska Rules of Professional Conduct, Rule 3.7: "A lawyer shall not act as advocate at a trial in which the lawyer is likely to be a necessary witness. . . ." Neb. Ct. R. of Prof. Cond. § 3-503.7 (also providing exceptions to the rule that are not relevant here).

"A court cannot order disqualification simply upon the moving party's representation that the lawyer it seeks to disqualify is a necessary witness; the key is the evidence showing that the lawyer is a necessary witness." *Beller v. Crow*, 742 N.W.2d 230, 235 (Neb. 2007). The movant may show counsel is a necessary witness when "(1) the proposed testimony is material and relevant to the determination of the issues being litigated and (2) the evidence is unobtainable

elsewhere." *Id.* In any event, "[i]n most jurisdictions, a lawyer who is likely to be a necessary witness may still represent a client in the pretrial stage." *Droste*, 477 F.3d at 1035 (quotation omitted) (citing cases). (emphasis added).

...[D]isqualification is warranted only where the testimony given by counsel is "necessary." *Purgess v. Sharrock*, 33 F.3d 134, 144 (2d Cir. 194) (internal quotation marks and citation omitted); see also *Capponi v. Murphy*, No. 08 Civ. 4449 (VM), 2009 WL 2957804, at *10 (S.D.N.Y. Sept. 11, 2009) ("Courts have interpreted [the witness-advocate rule] to require disqualification where the attorney's testimony is necessary." (internal quotation marks omitted)). When considering the necessity of testimony, "[a] court should examine factors such as the significance of the matters, weight of the testimony, and availability of other evidence." *Kubin v. Miller*, 801 F. Supp. 1101, 1113 (S.D.N.Y. 1992) (internal quotation marks and citation omitted). Furthermore, to the extent that the attorney would not be providing testimony on his client's behalf, the party seeking to disqualify the attorney must show that there is a substantial likelihood that the testimony would be prejudicial to the witness-advocate's client. *Murray v. Met. Life Ins. Co.*, 583 F.3d 173, 178 (2d Cir. 2009) ("The movant, therefore, 'bears the burden of demonstrating specifically how and as to what issues in the case the prejudice may occur and that the likelihood of prejudice occurring [to the witness-advocate's client] is substantial.'" (quoting *Lamborn v. Dittmer*, 873 F.2d 522, 531 (2d Cir. 1989) (alteration in original))). Prejudice exists where the testimony would be "sufficiently adverse to the factual assertions or account of events offered on behalf of the client, such that the bar or the client might have an interest in the lawyer's independence in discrediting that testimony." *Lamborn*, 873 F.2d at 531 (citation omitted).

It is certainly beyond any reasonable dispute at this time that the additional information which the Defendants wish to obtain from the Plaintiff are the work product of Plaintiff's counsel actually prepared during the course of litigation on behalf of PDHC *while Dr. Thompson was independently represented* by counsel from another law firm. [See Exhibits Q and LL].

"The movant, ... bears the burden of demonstrating specifically how and as to what issues in the case the prejudice may occur and that the likelihood of prejudice occurring [to the witness-advocate's client] is substantial.'" (quoting *Lamborn v. Dittmer*, 873 F.2d 522, 531 (2d Cir. 1989) (alteration in original))).

Murray v. Met. Life Ins. Co., 583 F.3d 173, 179 (2d Cir. 2009)

"For a lawyer to be a necessary witness, his testimony must be relevant, material, and unobtainable elsewhere." *Rothberg v. Cincinnati Insurance Co.*, 2008 WL 2401190 (E.D. Tenn. June 11, 2008). Thus, an attorney is a "necessary witness" only if "there are things to which he will be the only one available to testify."

Droste v. Julien, 477 F.3d 1030, 1035 n. 7 (8th Cir. 2007)).

Prejudice exists where the testimony would be "sufficiently adverse to the factual assertions or account of events offered on behalf of the client, such that the bar or the client might have an interest in the lawyer's independence in discrediting that testimony. See *Lamborn v. Dittmer*, 873 F.2d 522, 531 (2nd Cir. 1989). Similarly, many courts have held that "an attorney is a "necessary witness" only if "there are things to which he will be the only one available to testify." *State ex rel. Wallace v. Munton*, 989 S.W.2d 641, 646 (Mo.Ct. App.1999) (citing *State v. Werneke*, 958 S.W.2d 314, 321 (Mo.Ct.App.1997); *State v. Mason*, 862 S.W.2d 519, 521 (Mo.Ct.App. 1993)).

In any event, the issue is academic as South Carolina, the Deadman statute, prohibits the undersigned's examination under oath as well as that of Drs. Cohen and Matthews under any circumstances.

PART XIII

SUMMARY

A

The Plaintiff's action against the Defendant is based on the Decedent's responsibilities of honesty and corresponding duties to the Plaintiff – as the Defendant admitted he was duty-bound to do in regard to his employment position with Plaintiff. (Decedent had a pecuniary interest since he was paid by Plaintiff as a physician to provide medical services.) [Page 5, ¶ 25 of Defendants Answer filed June 17, 2010, "the relationship of Decedent with Plaintiff was such

that Decedent 'was bound to act in good faith and with due regard to Plaintiffs' interest." [Page 4, ¶ 21 of Defendants Answer filed June 17, 2010, the relationship of Decedent with Plaintiff was such that Decedent "was obligated to communicate truthfully with Plaintiff." Defendant would admit that the Decedent had not been reinstated by the Office of Inspector General at the time he worked for Plaintiff..." [Page 5, ¶ 26 of Defendants Answer filed June 17, 2010], and, "Decedent had a duty to be truthful on any and all applications, certifications, and affirmations to Medicare and/or Plaintiff." [Page 6, ¶ 34 of Defendants Answer filed June 17, 2010].

It is undisputed that the Decedent received three letters from Medicare regarding his disbarment from Medicare. The first letter was dated March 11, 1996, [Exhibit F], the second letter was dated June 12, 1998, the third letter was dated September 14, 1998. For his own reasons, the Decedent failed to provide the information requested by Medicare and failed to inform Plaintiff. Affidavits of employees of Plaintiff - Exhibits Y, Z, AA, BB, CC, DD, and EE.

It is undisputed that the Plaintiff paid Medicare \$226,740.19 to settle the liability of Plaintiff to Medicare based on the assignment of the Defendant's billings from treating Medicare patients to Plaintiff. See Exhibit B in which the Decedent assigned his Medicare billings to Plaintiff and simultaneously certified he was an eligible Medicare provider. See also the letter of September 14, 2008 from Medicare to Decedent. The sad, undeniable truth is that that the Decedent was untruthful to Medicare and to Plaintiff as well as others.

The Defendant has identified no legal duty owed to the Decedent by Plaintiff to assure the Decedent was not deceitful in the first instance. There is no legal duty owed by the Plaintiff under such circumstances. Even so, the Plaintiff undertook to protect its own interests, and appealed the administrative decisions of Medicare to recoup the funds. During this time, the Decedent was represented by independent counsel, obtained a favorable decision in a separate

proceeding concerning similar circumstances, *and failed to advise the Plaintiff*. As the favorable 'ALJ Joe' decision *preceded* the adverse determination made against the Plaintiff, and the Decedent and his agents and counsel, failed to inform Plaintiff, the Decedent, once again, was silent in the fact of his obligation to be truthful. He and his agents were silent to their own detriment. As a result, their own concealment of material information estops them from making any claim or defense against the Plaintiff.

B

The right to counsel of one's choosing is, our Supreme Court has noted, a substantial right that no Court should interfere short of extraordinary circumstances. The Defendants have not demonstrated any fact whatsoever to which Mr. Megna will or could testify to in the first instance as a necessary witness.

C

Rule 3.7 specifically provides only that chosen counsel of a party may only be barred from representing his client [if he is disqualified at all] only at trial – not pretrial matters. Courts considering the matters, as noted above, have specifically excluded pre-trial matters from the reach of Rule 3.7. In any and all events, the case law interpreting Rule 3.7, as noted above, specifically holds that the strictures of Rule 3.7, even if applicable, which the Plaintiff denies, only applies at a trial before a jury.

D

As noted on the attached affidavits, the conversations in regard to the matters that form the basis of the lawsuit between the parties primarily involved Mr. Mark Matthews, James D. McInnis, M.D., and Decedent. It is admittedly true that Decedent had conversations with both Drs. Matthews and McInnis, the conversations centered about the Decedent informing them he

could treat any patient as long as he worked under the supervision of physicians who were approved by the state Board of Medical Examiners. It is also true that the decedent never told Drs. Matthews or Cohen, or any other person in the employ of PDHC, that he had ever been disbarred by Medicare in the first instance. [See Exhibits Y, Z, AA, BB, CC, DD, and EE]. The Decedent never informed any employee of Plaintiff he had been disbarred by Medicare, nor provided them any other information that would have placed them on notice to believe Dr. Thompson was not telling them the truth on his applications to Medicare. Their collective statements are that the Decedent, knowing of his disbarment from Medicare, failed to advise Plaintiff, failed to advise them individually, failed to advise Medicare. Moreover, the Decedent did not simply forget to provide the Plaintiff and others of the original March, 1996 letter from Medicare disbaring him from the Medicare program [See Exhibit F], the Decedent 'forgot' a second letter from Medicare dated June 12, 1998, [Exhibit FF], and a third letter from Medicare dated September 14, 2008 from Medicare [Exhibit O], just weeks before he was employed by Plaintiff. It defies all reason that the Decedent 'forgot' all three letters from Medicare. And it defies all reasonableness of the Personal Representatives of the Decedent's estate, in their roles as fiduciaries, to place any blame whatsoever on the Plaintiff when they know:

- a. The Decedent was represented by independent counsel during the time in question,
- b. The Decedent as well as his independent counsel have actually admitted Decedent's malfeasance,
- c. The Decedent nor his independent counsel nor his then-employer, FirstChoice disclosed to Plaintiff the favorable 'Medicare ALC Joe' decision that the Plaintiff could have used to the Decedent's as well as the Plaintiff's benefit if

the Medicare ALC Joe' had been disclosed in the first instance as the Decedent promised to do,

- d. They have neither produced nor know [because none exists] of a scintilla of evidence to demonstrate the undersigned has any conflict of interest in these matters.

Regardless of the reasons, decedent breached his fiduciary duties to Plaintiff to be truthful as he did to his then current employer, FirstChoice. The only evidence available to this Court demonstrates the Decedent, in particular:

- a. concealed information he was lawfully obliged to provide Plaintiff,
- b. provided facially and factually fraudulent applications to Medicare and others,
- c. ignored and did not provide to Plaintiff the three letters from Medicare informing him of his disbarment from Medicare [see Exhibits F, O and FF] even though the Defendant has admitted in its Answer filed with this Court on June 17, 2010 that Decedent had a fiduciary duty to do so,
- d. negligently, purposely, and/or with deliberate indifference caused Plaintiff substantial damage.

E

The undersigned has been CEO and General Counsel to Plaintiff for fifteen (15) years. and has been handling the litigation involved in these proceedings since 2007. Not only is there wrongdoing involved in such matters, but the Defendant has not demonstrated one matter which the undersigned could testify other than matters of pure and complete speculation with no foundation in fact or reality. It would be unnecessarily burdensome, expensive and cause the Plaintiff additional damage for the Plaintiff to change attorneys. It is not reasonable for the

Motion to Disqualify to be interpreted as anything other than an inappropriate litigation tactic by the Defendant as well as their attorneys. – in spite of their ethical and fiduciary responsibilities to the contrary.

As noted by the Second Circuit Court of Appeals in *Murray v. Metropolitan Ins. Co.*, 583 F.2d 173 (2009):

Rule [3.7] lends itself to opportunistic abuse. "Because courts must guard against the tactical use of motions to disqualify counsel, they are subject to fairly strict scrutiny, particularly motions" under the witness-advocate rule. *Lamborn v. Dittmer*, 873 F.2d 522, 531 (2d Cir.1989). The movant, therefore, "bears the burden of demonstrating specifically how and as to what issues in the case the prejudice may occur and that the likelihood of prejudice occurring [to the witness-advocate's client] is substantial." *Id.* "Prejudice" in this context means testimony that is "sufficiently adverse to the factual assertions or account of events offered on behalf of the client, such that the bar or the client might have an interest in the lawyer's independence in discrediting that testimony."

Respectfully, the Defendant's Motion to Disqualify the undersigned is nothing more than "opportunistic abuse" of the litigation process.

F

As noted above, the behaviors of counsel for the Defendant's in these matters, in their best light, have crossed the line from advocacy on behalf of the Defendant, to a dishonest manipulation of the facts and attempts to smear the professional integrity of the undersigned with mistruths and untruths. Not only has the undersigned never represented the interests of the Decedent, the Decedent obtained independent counsel in regard to these matters, and the undersigned has consistently represented the interest of Plaintiff. The Defendant has not produced one scintilla of evidence that the undersigned ever discussed or had knowledge of any of the events surrounding the Decedent's continuing misconduct.

The Plaintiff, however, has demonstrated that the Decedent repeatedly failed to be forthcoming and truthful about his disbarment from Medicare in the face of his admitted duty to disclose all facts pertinent to his ability to treat and bill Medicare in the first instance. ... Estoppel by silence arises where a person owing another a duty to speak refrains from doing so and thereby leads the other to believe in the existence of an erroneous state of facts. *Ridgill v. Clarendon County*, 192 S.C. 321, 6 S.E.2d 766 (1939). There is no requirement that the person whose silence misleads another have actual knowledge of the true facts if circumstances are such that knowledge is necessarily imputed to him. *Accord Alwes v. Hartford Life & Accident Ins. Co.*, 372 N.W.2d 376 (Minn.Ct.App.1985). Negligence takes the place of the intent to deceive when there is a duty to disclose. *Id*; see also 3 *Pomeroy's Equity Jurisprudence* § 809 at 218 (5th ed. 1941). *Southern Dev. Land and Golf Co. v. South Carolina Pub. Serv. Auth.*, 426 S.E.2d 748 (1993), *aff'g in part and rev'g in part* 305 S.C. 507, 409 S.E.2d 428 (Ct.App.1991).

G

The undersigned has an admitted interest in the outcome in the litigation, and the South Carolina "Dead Man " statute, by its plain language, bars "the examination" of the undersigned in any and all events. The wording of the statute is plain on its face. It is not simply a defense available to the Defendant or the Plaintiff. It is what it is – a legislative determination and mandate that the undersigned [as well as Drs. Cohen and Matthews] cannot be 'examined' in regard to any such matters. As a result, undersigned counsel is unable, in any circumstances and as a matter of law, to provide testimony under oath in any venue, including but not limited to the trial of this matter.

H

While the Motion to Disqualify the undersigned [and the disparagement of the personal and professional character of the undersigned] is distasteful, the Defendant's attempts to prejudice this Court with regard to matters related to the 'Lake City litigation' is contemptuous. At the last hearing before this Court, Mr. Josey stated he would use every arrow in his quiver to defeat the claims of the Plaintiff against Defendant. A false arrow, however, will neither fly straight nor will it find its true mark. Hence Mr. Josey's metaphor of "firing arrows" is specious in form and in content. True arrows are those which are formed in evidentiary truth and achieve their mark in justice. The Motion to Disqualify the undersigned has no merit, no weight, and no validity in law or fact – and cannot be reasonably said to be filed for any purpose other than to embarrass, hinder, and delay these proceedings. As offered by Mr. James and Mr. Josey, the Motion to Disqualify violates their basic obligations and duties of candor and honesty to this Court, and fairness to opposing council, [Rule 401, Rules 3.3 and 3.4, SCACR] as well as Rule 4.4.¹⁶ In any and all events, the undersigned has never represented the Decedent in any matter, nor has the undersigned had any conversations with the undersigned in regard to these matters excepting the one conversation that Decedent initiated to provide the Plaintiff with limited documents that were disclosed to the Defendant during discovery. The Decedent obtained independent counsel in regard to these matters, and the undersigned has consistently represented the interest of Plaintiff. The Defendant has not produced one scintilla of evidence that the undersigned ever discussed or had knowledge of any of the events surrounding the Decedent's disbarment from Medicare for the simple reason no such evidence exists in the first instance.

¹⁶ Earlier this week, our Supreme Court issued its decision in *In re: White*, ___ S.C. ___. [Opinion No. 26939 March 7, 2011]. The Court's discussions of duties of counsel to opposing parties, to third parties, to this Court, and to opposing council should provide, at the minimum, pause for thought.

The Plaintiff respectfully requests the Motion to Disqualify filed by Defendant be denied, and for this Court to provide such other and further relief as is just and appropriate, including reasonable attorney's fees and costs for the defense of the matter.

Respectfully submitted,



Tony R. Megna
Attorney-at-Law
3400 West Avenue
Columbia, SC 29203
803.799.1700

March 11, 2011.

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON
IN THE COURT OF COMMON PLEAS

Pee Dee Health Care, P.A.,

Plaintiff,

v.

Estate of Hugh S. Thompson,

Defendant.

CERTIFICATE OF SERVICE

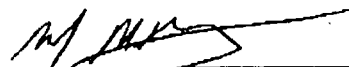
10-CP-16-0332

The undersigned hereby certifies, on the date indicated below, copies of the following documents in the above-captioned matter were served upon the Defendant Counsel for Defendant:

John Jay James, Esquire
PO Box 507
Darlington, SC 29540
[hand-delivery]

Renee Josey
1851 W. Evans Street, 4th Floor
Florence, SC 29501
[hand-delivery]

1. Plaintiff's Memorandum in support of its Motion for Summary Judgment
2. Plaintiff's Return to Defendant's Motion to Compel
3. Plaintiff's Return to Defendant's Motion to Amend its Answer
4. Plaintiff's Return to Defendant's Motion to Disqualify Counsel
5. Plaintiff's documents and affidavits in support of its Returns, Motions and request for a pretrial conference.



Mark Matthews

March 11, 2010.

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

IN THE COURT OF COMMON PLEAS
C/A # 2010-CP-16-0332

Pee Dee Health Care, P.A.,

Plaintiff,

v.

Estate of Hugh S. Thompson,

Defendant.

**DEFENDANT'S COUNTER MOTION
FOR SUMMARY JUDGMENT**

The Defendant, Estate of Hugh S. Thompson, hereby moves for an Order of Summary Judgment. This motion is based upon the Rule 56 of the South Carolina Rules of Civil Procedure, the pleadings in this case, the exhibits submitted herewith, and the supporting case law.

NATURE OF THE CASE

This claim arises from the Pee Dee Health Care, P.A.'s (hereinafter "PDHC") negligent failure to perform required due diligence before collecting Medicare benefits for work performed by its employee, Dr. Hugh S. Thompson (Defendant's decedent).¹ As the assignee of Medicare program benefits, PDHC failed to confirm the program eligibility of Dr. Thompson who was excluded from the program for a period of time. As a result of this failure, the Medicare program subsequently sought and obtained repayment of the ineligible benefits from PDHC. Now, years later, PDHC seeks to ignore the affirmative non-delegable statutory duty placed upon it by the Medicare program and instead seeks to shift blame for its lapse to the deceased; the crux of the

FILED
2011 MAY 20 AM 3:05
SCOTT B. SUGGS
CLERK OF COURT
DARLINGTON COUNTY, S.C.

TRUE CERTIFIED COPY,
Scott B. Suggs
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¹ As this Court noted in its recent order of disqualification, both federal and state law, 42 CFR 1003.102(a)(2), impose liability upon employers who "should know" of the program exclusion of their employees. Order of April 15, 2011, page 3 footnote 4. Thus, the employer is imposed with a non-delegable duty under federal law.

PDHC complaint is that decedent Thompson did not disclose information to PDHC or gave wrong information to PDHC.²

SUMMARY JUDGMENT STANDARD

Rule 56(c) of the South Carolina Rules of Civil Procedure provides: "The judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law." Summary judgment is proper when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Osborne v. Adams, 346 S.C. 4, 550 S.E.2d 319 (2001); Baughman v. American Telephone & Telegraph Co., 306 S.C. 101, 111, 410 S.E.2d 537, 545 (1991).

In determining whether a genuine issue of fact exists, the evidence and all reasonable inferences drawn from it must be viewed in the light most favorable to the nonmoving party. Sauner v. Pub. Serv. Auth. of S.C., 354 S.C. 397, 404, 581 S.E.2d 161, 165 (2003). While the court must view the evidence in the light most favorable to the non-moving party, the Plaintiff cannot defeat summary judgment by relying on mere allegations in their Complaint. Rule 56(e), SCRPC; Shupe v. Settle, 315 S.C. 510, 445 S.E.2d 651 (Ct. App. 1994).

Instead, the Plaintiff must set forth specific facts showing there is a genuine issue of material fact. Thomas v. Waters, 315 S.C. 524, 445 S.E.2d 659 (Ct. App. 1994). The trial judge is not required to single out some small piece of evidence and attach to it a great significance when that evidence is introduced solely to create an issue of fact that is not genuine. Englert,

² As this Court is aware, the Complaint alleges that such misrepresentations were made to Plaintiff through its CEO Tony Megna. This Court has separately ruled that Megna's status as a witness to such alleged misrepresentations, among other items, disqualifies his service as counsel in the matter.

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Inc. v. Netherlands Ins. Co., 315 S.C. 300, 302, 433 S.E.2d 871, 873 (Ct. App. 1993) (quoting Main v. Corley, 281 S.C. 525, 527, 316 S.E.2d 406, 407 (1984)(Court is not "required to single out some one morsel of evidence . . . to create an issue of fact that is not genuine."). In other words, the Plaintiff must present more than a mere scintilla of evidence to overcome a Defendant's Motion for Summary Judgment. Thomas v. Waters, 315 S.C. 524, 445 S.E.2d 659 (Ct. App. 1994).

Where a defendant establishes an entitlement to judgment as a matter of law, the court *must* grant summary judgment. Humana Hospital-Bayside v. Lightle, 305 S.C. 214, 216, 407 S.E.2d 637, 638 (1991); Dyer v. Moss, 284 S.C. 208, 211, 325 S.E.2d 69, 70 (Ct. App. 1985). *The purpose of summary judgment is to expedite the disposition of cases not requiring the services of a fact finder.* George v. Fabri, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001).

PLAINTIFF'S THEORIES REQUIRE AN ABSENCE OF FAULT BY PLAINTIFF

In this State, *there is no right to rely in an arm's length relationship between mature, educated people -- "[t]his is especially true in circumstances where one should have utilized precaution and protection to safeguard his interests."* Ardis v. Cox, 314 S.C. 512, 431 S.E. 2d 267 (1993)(sale of underground gas tanks)(emphasis added)(citing Poco-Grande Investments v. C&S Family Credit, Inc. , 301 S.C. 322, 391 S.E. 2d 735 (Ct. App. 1990); *see also* Jones v. Cooper, 234 S.C.477, 109 S.E.2d 5 (1959)(sale of hot dog cooking machines); Regions Bank v. Schmauch, 354 S.C. 648, 582 S.E. 2d 432 (Ct. App. 2003)(no negligence, no fiduciary duty, no conversion of pledged assets where guarantor fails to read/understand guarantee obligation to bank). In other words, *"one can not rely on the misstatement of fact if the truth is easily within his reach."* Jones v. Cooper, 234 S.C. at 488, 109 S.E.2d 5 (1959) (citing Mabley v. Quattlebaum,

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101 S.C. 221, 85 S.E. 585 (1915); Whitman v. Seaboard Airline Ry. Co., 107 S.C. 200, 92 S.E. 861(1917); Flowers v. Price, 190 S.C. 392, 3 S.E.2d 38(1939)). Indeed, *there can be no liability for "matters which plaintiff could ascertain on his own in the exercise of due diligence."* Quail Hill, LLC v. County of Richland, 387 S.C. 223, 692 S.E.2d 499 (2010)(citing AMA Mgt. Corp. v. Strasburger, 309 S.C. 213, 223, 420 S.E.2d 868, 874 (Ct.App.1992).

PDHC makes claim against the estate here under a smattering³ of legal theories including fraud, negligence, and equitable indemnification – which, if applicable to the alleged facts at all, require that PDHC have clean hands so as to have a right to rely on alleged misrepresentations and/or omissions, and so as not to have its own causative lack of diligence. Despite the superficial complexity of the shot-gun style complaint, *the need for Plaintiff to be free of fault is fundamental to all the viable causes of action.*

³ Specifically, the complaint enumerates twenty (20) causes of action:

- 1) Breach of Fiduciary Duty;
- 2) Negligent Misrepresentation;
- 3) Breach of Duty of Loyalty to Employer;
- 4) Negligence;
- 5) Breach of Contract;
- 6) Breach of Contract Accompanied by Fraudulent Act;
- 7) Interference with Contractual Relations;
- 8) Fraud and Misrepresentation;
- 9) Failure to Disclose;
- 10) Deliberate Concealment;
- 11) Professional Malpractice by Fraud, Misrepresentation, and Negligence;
- 12) Money Had and Received;
- 13) Promissory Estoppel;
- 14) Quantum Meruit;
- 15) Constructive Fraud and Constructive Trust;
- 16) Constructive Fraud without Scierter;
- 17) Equitable Indemnity;
- 18) Conversion;
- 19) Equitable Restitution;
- 20) Civil Conspiracy.

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As noted in the highlighted case law provisions above, direct claims of negligence and other breaches of duty,⁴ found in Causes of Action 1, 2, 3, 4, and 11, require the Plaintiff to show

⁴ Unable to point to an affirmative misrepresentation by decedent Thompson made to PDHC regarding his Medicare OIG status, Plaintiff seeks to claim Constructive Fraud or Fraud by Silence. In support of such claims, PDHC seeks to impose an affirmative duty of disclosure on decedent Thompson whether it be as a fiduciary or merely as an employee. Defendant admits the implied duties found in any employment relationship -- including good-faith, honesty, loyalty and fair-dealing but Defendant denies any heightened fiduciary duties such that decedent would be bound by his alleged silent failure to affirmatively disclose his disbarred status or his alleged failure to achieve more multi-party coordinated litigation against Medicare.

Most importantly for purposes of this motion, regardless of the level of duty owed by decedent Thompson to PDHC, the Defendant's duty of disclosure or prudence (if any) cannot be relied upon to support any of Plaintiff's claims when federal law imposes an unequivocal duty of diligence and discovery upon PDHC and provides unfettered independent access to the true facts. Likewise, PDHC had equal access to public filings and an equal ability to approach other known Medicare litigants (FirstChoice) which it did briefly. Moreover, there is no duty for a former employee to coordinate the legal strategies of a sophisticated former employer. Indeed, if PDHC planned to seek equitable indemnification, it should have proactively coordinate the litigation with the decedent. Accord: Otis Elevator, Inc. v. Hardin Const. Co. Group, Inc., 316 S.C. 292, 450 S.E.2d 41 (1994) (quoting 42 C.J.S. Indemnity § 24, at 113-14 (1991)).

Citing State v. Parris, 353 S.C. 582, 578 S.E. 2d 736 (Ct. App. 2003), the Plaintiff suggest that all employer-employee relationships have been deemed fiduciary in all contexts as a matter of law. Not only was Parris overruled by the Supreme Court in 2005, 363 S.C. 477, 611 S.E. 2d 501, the real question in Parris was the much more narrow question of whether a buyer's payment was transferred to a mobile home dealer in trust such that he was properly charged with criminal breach of trust for using the payment without satisfying the corresponding floor plan lien. Parris did not involve the employer-employee relationship at all!

In a footnote, the Court of Appeals in Parris did note that an employer-employee relationship had been the basis for a previous breach of trust conviction in State v. Scott, 330 S.C. 125, 497 S.E. 2d 735 (1998). In Scott, a convenience store manager was convicted for absconding some of the store's deposits. The issue in Scott was not whether the Defendant held a position of trust but whether there was sufficient circumstantial evidence that Scott had the deposits.

While a convenience store manager might be trusted to make a bank deposit for his employer that does not mean that such a manager would be reposed with the kind of confidence and trust that would empower that manager to make important strategic business decisions on behalf of his employer. For example, a bank employee is entrusted to properly make a deposit on a customer's behalf, but that bank employee does not become a fiduciary unless the bank undertakes to provide that depositor with advise as part of its' services. Accord Steele v. Victory Savings Bank, 295 S.C. 290, 368 S.E.2d 91 (Ct. App. 1988)(reversing trial court holding that mere issuance of cashier's check created fiduciary relationship); see also Rush v. South Carolina National Bank, 288 S.C. 560, 343 S.E. 2d 667 (Ct. App. 1986)(holding normal bank-depositor relationship is creditor-debtor but not fiduciary).

There is no evidence to support a conclusion that this was anything other than a normal employer - employee relationship. Decedent's special duties as a physician, if any, were in regard to his relationship with patients - not a sophisticated medical employer with at least 75 employees including other credentialed professionals (see Plaintiff's affidavits). Despite unilateral efforts to assert a fiduciary relationship now; "as a general rule, a fiduciary relationship cannot be established by the unilateral action of one party. The other party must have actually accepted or induced the confidence placed in him." Regions Bank v. Schmauch, 354 S.C. 648, 582 S.E. 2d 432 (Ct. App. 2003)(no fiduciary relationship between a bank and its customer even when the bank is unaware of any special trust imposed in it). Here, there is no evidence that PDHC had any special trust in Dr. Thompson with regard to credentialing or that he was aware of any special trust beyond his duties as a physician employee.

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justifiable reliance by the Plaintiff on the decedent's representations or omissions.⁵ Plaintiff's breach of contract claims, causes of action 5 and 6, depend upon the alleged breach of implied employment duties (good-faith, honesty, loyalty and fair-dealing) -- they are not based upon any express contractual provision; these implied employment duties are the same in this context as the tort duties. Thus, these circuitous claims⁶ also require justified reliance. Of course, claims of fraud, found in Causes of Action 8, 9, 10, 15, and 16, require the Plaintiff show a right to rely on the representation or omission allegedly made by the Defendant.⁷

Promissory estoppel, plaintiff's cause of action 13, also requires reasonable reliance. Powers Construction Co., Inc. v. Salem Carpets, Inc., 283 S.C. 302, 322 S.E. 2d 30 (Ct. App. 1984). Accordingly, the Plaintiff's lack of due diligence, as discussed above, also is a bar to this claim.⁸

⁵ Of course, multiple causes of action based upon the same theory of liability are fairly treated as subsumed into a single cause of action. Accord Quail Hill, LLC v. County of Richland, 387 S.C. 223, 692 S.E.2d 499 (2010) ("Although pled separately, we find Quail Hill's claim for negligence is essentially subsumed in the negligent misrepresentation cause of action.").

⁶ Both the Plaintiff's fifth and sixth causes of action require a breach of the contractual relationship. Smith v. Canal Ins. Co., 275 S.C. 256, 260, 269 S.E.2d 348, 350 (1980)(noting that these are really one cause of action); see also Floyd v. Country Squire Mobile Homes, Inc., 287 S.C. 51, 53, 336 S.E.2d 502, 503 (1985).

Here, both of these causes of action allege that a breach of the implied employment duties of good faith, honesty, and fair-dealing occurred because of the decedent's alleged misrepresentation of his Medicare credentials or reckless non-disclosure of his Medicare status. Complaint ¶¶ 35- 44. Thus, the alleged tortious conduct of the decedent (misrepresentation, whether negligent or fraudulent) is incorporated into the contractual causes of action and subsumed thereby. As required, the Plaintiff actually pleads that it had a "right to rely" as part of the sixth cause of action. Complaint ¶ 42(e).

⁷ The absence of the justifiable reliance element alone is enough to defeat the claim of fraud. Shields v. Southern Fountain Mobile Homes, Inc., 262 S.C. 276, 204 S.E.2d 50 (1974). Most of the cases cited in the text of this motion involve both claims of fraud and negligence.

⁸ Moreover, promissory estoppel must be based on an unambiguous promise -- not silence or omission. Woods v. State, 314 S.C. 501, 431 S.E.2d 260 (Ct. App. 1993).

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Equitable claims, found in Causes of Action 12, 14, 17, and 19, require the Plaintiff to have clean hands or its own lack of fault.⁹ *"The 'unclean hands' doctrine 'closes the door of a court of equity to one tainted with inequity or bad faith relative to the matter in which he seeks relief, however improper may have been the behavior of the defendant.'"* ABF Freight System, Inc. v. N.L.R.B., 510 U.S. 317 (1994)(emphasis added)(quoting Precision Instrument Mfg. Co. v. Automotive Maintenance Machinery Co., 324 U.S. 806, 814 (1945)); see also National Bank of Savannah v. All , 260 F. 370(4th Cir. 1919)(applying South Carolina law)(Plaintiff is equally guilty with the Defendant and comes into court with unclean hands; under the circumstances a court of equity will not permit Plaintiff to take advantage of her own wrong).

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The case of Fowler v. Hunter, 388 S.C. 355, 697 S.E.2d 531 (2010), noted by this Court in its April 15, 2011 disqualification order, page 3, holds that an proposed equitable indemnity (such as PDHC) must demonstrate that it was without fault or liability for the damages it seeks.¹⁰ As Judge Ralph Anderson noted in dismissing the Schmauch claim to equitable estoppel, *"One with knowledge of the truth or the means by which with reasonable diligence he could acquire knowledge cannot claim to have been mis[led]."* Schmauch, 354 S.C. at 675, 582 S.E. 2d at 446 (emphasis added)(quoting S.Dev. Land & Golf Co. v. South Carolina Pub. Serv. Auth. , 311 S.C. 29,34, 426 S.E.2d 748, 751 (1993))

⁹ Both the action for Money Had and Received and for Quantum Meruit are governed by equitable principles although they are actions at law. See Myrtle Beach Hosp. v. City of Myrtle Beach , 341 S.C. 1, 532 S.E.2d 868 (2000); Bennettsville v. Bledsoe, 226 S.C. 214, 84 S.E.2d 554 (1954); McDonald's Corp. v. Moore, 237 F.Supp. 874 (D.S.C. 1965). These claims are, of course, inconsistent with Plaintiff's contract based claims.

¹⁰ Fowler and the centrality of fault to a claim of equitable indemnification was addressed approximately two weeks ago in the Court of Appeals decision of Columbia/CSA-HS Greater Columbia Area Health System v. South Carolina Medical Malpractice Liability Joint Underwriting Ass'n, 2011 WL 1466456 (April 13, 2011) (Opinion No. 4819) (holding that theory of equitable indemnification cannot be used to circumvent statute of limitations on unresolved issue of fault).

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PLAINTIFF'S FAULT: ALREADY DETERMINED AND BINDING

This issue of fault, however, has already been unsuccessfully litigated to finality by the claimant PDHC. Specifically, in a matter fully litigated by PDHC, a federal Administrative Law Judge (Dean C. Metry) found that PDHC "is reasonably expected to know and has an affirmative duty to know the exclusion status of its employees through due diligence prior to entering the employment relationship." (Decision of March 14, 2008 attached hereto as Exhibit A).

Moreover, the Judge found that PDHC "knew that Dr. Thompson's license was suspended indefinitely and that he received a conditional reinstatement after four years." The Judge noted that PDHC's applications for Medicare payment of Dr. Thompson's services "inquired about any exclusions or sanctions" and that Dr. Thompson's exclusion "could have easily been found by calling the Office of Inspector General or visiting their web-site which lists excluded individuals....." Accordingly, Judge Metry concluded that PDHC was at fault regarding the overpayment."

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Thus, the case at bar is indistinguishable from last year's South Carolina Supreme Court decision in Quail Hill. In Quail Hill, the Supreme Court reversed the Court of Appeals and affirmed the trial court's order of summary judgment against a property purchaser's claims of estoppel and misrepresentation arising from County employees' issuance of erroneous zoning information where the property's true zoning classification could have been determined by due diligence in reviewing public records. Just as the information was publicly available in Quail Hill, the OIG exclusion status of the decedent was only a phone call or mouse clicks away.¹¹

¹¹ Indeed, if PDHC had done the required due diligence, this litigation would not have occurred. If the issue would have been addressed and corrected before Dr. Thompson saw Medicare payments on behalf of PDHC or PDHC would have refused employment to Dr. Thompson. Thus, PDHC's negligence in failing to perform non-delegable statutory due diligence is the direct cause of the financial loss which it alleged.

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Moreover, in Quail Hill, the purchaser could not blame the county despite affirmative misstatements by county employees; the case at bar is even less supportive of liability where PDHC cannot even point to an affirmative misstatement made to PDHC by decedent Thompson.¹²

The conclusion of Judge Metry is binding upon the Plaintiff in this matter pursuant to the doctrine of non-mutual offensive collateral estoppel. This doctrine was initially adopted in this State by the Court of Appeals in Beall v. Doe, 281 S.C. 363, 315 S.E.2d 186 (Ct.App.1984). Subsequently, the Supreme Court of South Carolina confirmed offensive collateral estoppel as the law of this State in Prop. and Cas. Ins. Guar. Ass'n v. Wal-Mart Stores, Inc., 304 S.C. 210, 403 S.E.2d 625 (1991). Pursuant to this doctrine, a party is barred from relitigating issues determined in a prior action so long as the party estopped had a full and fair opportunity to litigate the issue in the first action and nothing justifies an opportunity to retry the issue. Beall, 281 S.C. 363, 315 S.E.2d 186; Roberts v. Recovery Bur., Inc., 316 S.C. 492, 450 S.E.2d 616 (Ct.App.1994) (citing McPherson v. South Carolina Dept. of Highways and Pub. Transp., 297 S.C. 303, 376 S.E.2d 780 (Ct.App.1989)). Here, PDHC had a full and fair opportunity to litigate the issue of PDHC's fault and there is no reason to allow it to be relitigated in this collateral

¹² PDHC does point to a certification made by decedent Thompson in his application for a new Medicare provider number after his state suspension from practice. That certification, however, was made to Medicare's contractor, Palmetto GBA. See Exhibit A to Plaintiff's Response to Disqualification Motion. This certification was not seen by PDHC until this litigation was initiated. PDHC Response to Disqualification Motion, page 23, ¶ 25 ("This document was obtained during discovery from the Defendant. Plaintiff did not have this application in its possession at the time it employed Decedent.").

PDHC was asked to produce all applications for employment by Dr. Thompson (on which credentialing questions could be expected). PDHC replied that "in its normal course of business, and in order to comply with the privacy and other provisions of state and federal laws under which PDHC operates, many records that had been otherwise maintained on a perpetual basis for many years were determined to be no longer needed for PDHC's operations. PDHC believes that Dr. Thompson's employment files [other than a few records that were located in other files] were included in this process." Thus, either PDHC never made a written inquiry of Dr. Thompson as to his Medicare credentials or, if it did so in a written form, the records corresponding to such inquiry have been destroyed.

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action. See also Middleborough v. Montedison USA, Inc., 320 S.C. 470, 465 S.E. 2d 765 (Ct. App. 1995)(affirming trial court's partial summary judgment against PVC manufacturer on issues of agency and defectiveness where those issues previously litigated by manufacturer in Minnesota).

PLAINTIFF'S CONTRACTUAL INTERFERENCE CLAIM

In the seventh cause of action, Plaintiff alleges that its relationship with the Medicare program is contractual. Complaint ¶ 46. Assuming this to be an accurate description of a government entitlement program, the Plaintiff's relationship with Medicare has not been disrupted and breach of contract is an "essential element" of a tortious interference claim. BCD, LLC v. BMW Mfg. Co., LLC, 2008 WL 304878 (D.S.C. 2008)(J. Ross Anderson, Jr.) (citing Eldeco, Inc. v. Charleston County Sch. Dist., 372 S.C. 470, 642 S.E.2d 726, 732 (S.C.2007)). To the contrary, it was Plaintiff's ongoing relationship with Medicare after the decedent's employment that allowed the off-set of unauthorized Medicare payments, described in ¶ 14 of the Complaint, against on-going Medicare payments to Plaintiff at the time.

PLAINTIFF'S CONVERSION CLAIM

Conversion is the unauthorized assumption and exercise of the right of ownership over the goods or personal chattel of another. Crane v. Citicorp Nat'l Services, Inc., 313 S.C.70, 437 S.E.2d 50 (1993). This tort does not fit the undisputed facts of this case.

In the eighteenth cause of action, the complaint alleges that "decedent converted the medical services provided to Plaintiff's Medicare patients by falsely failing [sic] claims for the services provided to such patients...." Complaint ¶ 106. Of course, medical services are not chattel

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capable of conversion. Moreover, it was Plaintiff that filed the unauthorized Medicare claims pursuant to an assignment of benefits and it was Plaintiff that assumed control over payments received from Medicare. Even if one focuses on the limited salary paid by Plaintiff to the decedent, these funds – to the extent they represent unauthorized Medicare payments – were not lawfully owned by or titled with the Plaintiff (again, already litigated with Medicare) and are, therefore, incapable of conversion. Id.; see also Oxford Finance Companies v. Burgess, 303 S.C. 534, 402 S.E.2d 480 (1991); Weinberg v. Wallace, 314 S.C. 183, 442 S.E.2d 211 (Ct. App. 1994).

PLAINTIFF'S CONSPIRACY CLAIM

Plaintiff's twentieth and final cause of action is for civil conspiracy. A civil conspiracy is actionable where two or more persons combine and an overt act of the group injures the Plaintiff. In this case, the Plaintiff alleges that the "decedent, in combination with his estate, and the personal representative thereof" has caused the Plaintiff injury... "to wit, the continuing loss of use of its money...." Complaint ¶ 116. Once again, the Plaintiff's tortured effort to create another cause of action lacks any merit. This tort theory just doesn't fit.

First, on its face, the decedent could not conspire with his estate which was not a separate entity capable of such combination during the decedent's life. Thus, this allegation is nonsensical. Moreover, the personal representatives are the agents of the Estate – they are not a separate legal entity conspiring with the Estate. The decision of the Personal Representatives, on behalf of the Estate, to deny the Plaintiff's probate claim – whether correct or incorrect – does not constitute a combination or agreement between two separate legal entities to injure the Plaintiff. Accord McMillan v. Oconee Mem'l Hosp., Inc., 367 S.C. 559, 626 S.E.2d 884.

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(2006)(there can be no conspiracy when acts arise in context of principal-agent relationship because acts in that context do not involve separate entities).¹³

THE PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

Plaintiff's claim to liability depends upon Dr. Thompson having an affirmative duty to disclose his Medicare disbarment status whether he understood it at the time or not. Plaintiff's motion for summary judgment suggests this duty arises from any or all of three similar (if not identical) reasons: a fiduciary relationship between the parties, the trust and confidence of PDHC in a physician employee, and the intrinsically fiduciary nature of the contract.

Plaintiff's motion for summary judgment focuses in large part on the undisputed facts admitted in the Defendant's answer. While Plaintiff obviously rushed to file a bare bones summary judgment motion as soon as it learned Defendant wanted to amend its answer,¹⁴ this rush is of no consequence – particularly since the proposed amended answer does not recant any of the previous admissions or candor. Plaintiff's motion for summary judgment is an attempt to

¹³ As summarized by United States District Judge Ross Anderson in BCD, LLC v. BMW Mfg. Co., LLC, 2008 WL 304878 (D.S.C. 2008):

"To properly plead a cause of action for civil conspiracy, the plaintiff must allege certain acts carried out pursuant to the conspiracy. See Lee v. Chesterfield Gen. Hosp., Inc., 289 S.C. 6, 344 S.E.2d 379, 382 (S.C.Ct.App.1986). The acts alleged to constitute the conspiracy cannot be identical to the acts alleged in support of other causes of action. Kuznik v. Bees Ferry Assocs., 342 S.C. 579, 538 S.E.2d 15, 31 (S.C.Ct.App.2000). In addition, damages pled in a claim for civil conspiracy must be pled with specificity. Fed.R.Civ.P. 9(g). Special damages must also be different than damages pled for other causes of action in the same complaint. Charleston Aluminum, LLC v. Samuel, Son & Co., Inc., 2006 U.S. Dist. LEXIS 60845, 2006 WL 2370292 (D.S.C. August 15, 2006). Summary judgment is appropriate when the damages claimed for conspiracy overlap with or are subsumed by the damages sought for other causes of action. Parkman v. Univ. of South Carolina, 44 F. App'x 606, 620 (4th Cir.2002)."

¹⁴ PDHC's motion for summary judgment was filed shortly after Defense counsel sought Plaintiff's consent to a proposed amended complaint. The motion was apparently not signed by an attorney but signed by a staff person who initialed the signature after signing counsel's name. In addition, the certificate of mailing attached to the filed copy of the motion served facially misrepresents the date of mailing as the date prior to the date of filing stamped upon the mailed copy.

shift the burden of proving Plaintiff's claims to a burden on Defendant to disprove Plaintiff's unfounded implication of deceit.

The Plaintiff seeks to imply such deceit by stringing Defendant's admissions together in manipulative fashion. The Plaintiff's lengthy and repetitive recitation and manipulation of the Defendant's admissions, however, does not render any of those admissions dispositive; they are not.

The following admissions have been made:

- 1) the decedent was disbarred by Medicare,
- 2) that disbarment continued in effect throughout decedent's employment with Plaintiff,
- 3) the decedent failed during his employment with PDHC to seek reinstatement from the Medicare office of Inspector General,
- 4) the decedent was paid during his employment with Plaintiff,¹⁵ and
- 5) the Defendant admits that decedent owed an employees duty of loyalty, good faith, and honesty.

Amidst these admissions, what Plaintiff's motion for summary judgment does not discuss is the essential right to rely element (the focus of this counter motion by Defendant). *Inherent in the reposition of trust and confidence in another, and inherent in a fiduciary relationship with another is the right to rely on that other party because of special circumstances, or party position. In this case however, PDHC has no right to rely on Dr. Thompson as a matter of federal law. And not only does that federal law directly prohibit the reliance Plaintiff asserts, the previous judicial determination of that right to rely also forecloses its assertion here.*

¹⁵ While not immediately relevant, Defendant would proffer that decedent Thompson actually performed services for his employer by treating patients including those services corresponding to the Medicare payments at issue here.

Consistent with the statement prepared in May of 2004,¹⁶ and the statements given in response to credentialing questions from an insurer in February of 2004 (after his employment with Plaintiff)¹⁷, it is Defendant's position that decedent simply misunderstood and did not appreciate the need for both reissuance of a Medicare number by Palmetto GBA (accomplished prior to PDHC employment) and reinstatement by the OIG (not accomplished prior to PDHC employment).¹⁸ PDHC, as a sophisticated employer of 75 persons or more,¹⁹ including multiple Medicare providers (several of whom have submitted affidavits in this matter), has knowledge and experience with the credentialing process. Moreover, there is an adjudicated final factual finding that the Plaintiff had constructive knowledge of the decedent's credential status because it should have and could have actually known by taking simple steps of due diligence required of employers by the program.

¹⁶ This document is identified as Exhibit II in the lengthy attachments submitted with Plaintiff's response to the disqualification motion.

¹⁷ This document is identified as Exhibit JJ in the lengthy attachments submitted with Plaintiff's response to the disqualification motion.

¹⁸ While Plaintiff frequently suggests that decedent had a financial incentive to misrepresent or conceal his credential status, there is no evidence that decedent could not have been immediately removed from the OIG exclusion list upon a proper request -- as he was on the first request belatedly made.

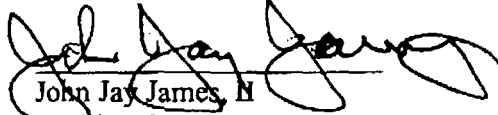
¹⁹ This representation was made by the CEO at the hearing held by this Court on the Motion to Disqualify Counsel.

CONCLUSION

As for the Plaintiff's fault, a dispositive factor with regard to all of Plaintiff's causes of action, there can be no dispute of any material fact. While other factors might be subject to factual dispute, the dispositive adjudication of fault by the Plaintiff has been resolved. The principles of judicial economy and consistency behind the doctrine of collateral estoppel preclude the need to litigate other issues when a dispositive factor has been determined. The claims of PDHC against the Defendant Estate must be dismissed by the Circuit Court.

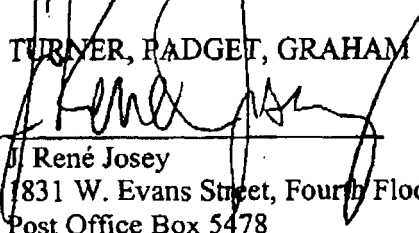
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ATTORNEYS FOR RESPONDENTS

STATE OF SOUTH CAROLINA,)
)
COUNTY OF DARLINGTON)

Pee Dee Health Care, P.A.,)
)
)
Plaintiff,)
)
vs.)
)
Estate of Hugh S. Thompson,)
)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
DOCKET NO.: 10-CP-16-0332

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of May, 2011 a copy of the above and foregoing **Defendant's Counter Motion For Summary Judgment**, has been mailed to all counsel of record, postage prepaid and properly addressed as follows:

Benjamin R. Matthews, Esquire
Matthews & Megna, LLC
3400 West Avenue
Columbia, SC 29203

Tony Ray Megna, Esquire
Matthews & Megna, LLC
3400 West Avenue
Columbia, SC 29203

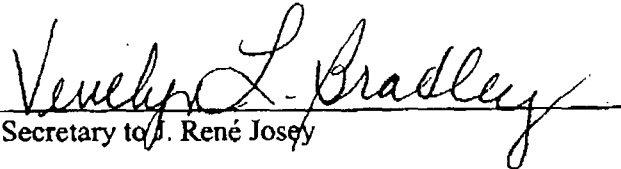

Secretary to J. René Josey

EXHIBIT A

FILED
2011 MAY 20 PM 3:05
SCOTT P. SHERES
CLERK OF COURTY, D.C.
DARLINGTON COUNTY, S.C.



Department of Health and Human Services
OFFICE OF MEDICARE HEARINGS AND APPEALS
Southern Region
Miami, FL

Appeal of: Pee Dee Health Care, P.A.	ALJ Appeal No: 1-223311931
Beneficiary: Multiple (642)	Medicare Part B
HICN: Multiple (642)	Before: Dean C. Metry U.S. Administrative Law Judge

DECISION

After carefully considering the evidence and arguments presented, an **UNFAVORABLE** decision is entered for the Appellant, Pee Dee Health Care, P.A. (Pee Dee Health).

PROCEDURAL HISTORY

The claim charges were processed and payments were allowed on initial processing. Then on April 24, 2007, TriCenturion, a Centers for Medicare & Medicaid Services Safeguard Contractor, notified the Appellant that a review was completed on claims submitted under provider number D993211724 and group number 1724. TriCenturion determined that the Appellant received payment in error, resulting in an estimated overpayment of \$208,821.03. The dates of service encompassed in this overpayment were January 1, 1999, through November 11, 2000. On May 30, 2007, Palmetto GBA, the Medicare carrier, also informed the Appellant of the above overpayment.

On June 7, 2007, the Appellant, through its attorney, Tony R. Megna, Esq., submitted a Request for Withhold Not to Occur and, Alternatively, Request for Payment Plan. Subsequently, on June 8, 2007, the Appellant requested a redetermination on the initial determination for and notice of overpayment. On July 23, 2007, the carrier, Palmetto GBA, issued an unfavorable decision. In its decision it stated that benefits could not be allowed for the appealed services and the refund action remains in effect.

On August 6, 2007, the Appellant filed an appeal with Q2 Administrators, LLC, a Medicare Qualified Independent Contractor, and on October 5, 2007, the Qualified Independent Contractor rendered an unfavorable decision. It found that the overpayment was valid and will be upheld.

On November 20, 2007, the Appellant filed a request for an Administrative Law Judge hearing. This notice was timely filed and received by the Office of Medicare Hearings and Appeals.

Southern Field Office, on November 21, 2007. The amount in controversy satisfies the jurisdictional requirement for an Administrative Law Judge Hearing pursuant to Title XVIII of the Social Security Act, § 1869(b)(1)(E).

A hearing was held in this matter on February 11, 2007. In attendance was Tony R. Megna, Esq., counsel for the Appellant. Exhibits (1) through (28) were admitted into evidence without objection.

ISSUES

The issue to be determined by the Administrative Law Judge is whether the Appellant was overpaid Medicare benefits under Title XVIII of the Social Security Act for the services provided to multiple beneficiaries from January 1, 1999, through November 11, 2000, by Dr. Hugh Thompson during which time he was excluded from participation in the Medicare program.

If an overpayment is found to exist, the issue is whether waiver of recovery of the Medicare overpayment is permissible pursuant to § 1870 of the Social Security Act. This depends on whether the Appellant was at fault with respect to the overpayment.

FINDINGS OF FACT

1. The amount in controversy meets the jurisdictional requirements for an Administrative Law Judge review, § 1869 (b)(1)(E).
2. On May 31, 1994, the South Carolina Department of Labor, Licensing, and Regulation Board of Medical Examiners, by Final Order, indefinitely suspended Dr. Hugh Smith Thompson's license to practice medicine in the state of South Carolina. The suspension would be stayed and Dr. Thompson's license would be reinstated in a probationary status only after satisfying specified preconditions for reinstatement.
3. On March 31, 1996, the Department of Health and Human Services, Office of Inspector General, excluded Dr. Thompson from the Medicare and state health programs indefinitely as a result of the action taken by the South Carolina Department of Labor, Licensing, and Regulation, and for reasons bearing on professional performance. Dr. Thompson was notified that he would be excluded until the time he requested reinstatement into the Medicare program via the Office of Inspector General.
4. On April 14, 1998, Dr. Hugh Smith Thompson's medical license was reinstated by the South Carolina Department of Labor, Licensing, and Regulation.
5. On May 6, 1998, following a hearing before the South Carolina Board of Medical Examiners on April 14, 1998, Dr. Thompson was approved to work with Dr. Don H. Fowler. This approval was conditional.

6. Dr. Thompson submitted his Medicare Provider/Supplier Enrollment Application-General Application to Palmetto GBA sometime prior to June 12, 1998.
7. In a letter dated June 12, 1998, Palmetto GBA notified Dr. Thompson that some of the information requested in the application was missing. The information being requested was listed on page two of the letter. One of the missing documents requested in the application was a copy of the reinstatement from the Department of Health and Human Services.
8. In a letter dated July 14, 1998, the State of South Carolina, Department of Health and Human Services reinstated Dr. Hugh Smith Thompson into the South Carolina Medicaid Program. The action was retroactive to April 14, 1998, the date that Dr. Thompson's license was reinstated by the South Carolina Board of Medical Examiners.
9. On October 28, 1998, following a hearing before the South Carolina Board of Medical Examiners on October 18, 1998, Dr. Thompson was approved to work with Dr. James D. McInnis. This approval was conditional.
10. In the Medicare Provider Enrollment Application-Individual Reassignment of Benefits dated November 16, 1998, Dr. McInnis certified that Dr. Thompson was eligible to receive assigned Medicare benefits.
11. In a letter dated December 8, 1998, the Palmetto GBA, Health Care Financing Administration notified Dr. Thompson that his enrollment form for Reassignments of Benefits was approved and he was assigned a provider billing number, D993211724. The number was effective retroactively to October 26, 1998.
12. On June 20, 2002, the Department of Health and Human Services, Office of Inspector General notified Dr. Thompson, in a letter, that his request for reinstatement of his eligibility to participate as a provider of services under the Medicare program was approved as of the date of the letter.
13. On August 9, 2002, Dr. Thompson's Medicare Federal Health Care Practitioner Enrollment Application for reactivation was received by the Provider Enrollment Department. In Section 3 of the application, Dr. Thompson acknowledges the exclusion by the Department of Health and Human Services, Office of Inspector General.
14. In a letter dated April 24, 2007, TriCenturion, a Center for Medicare and Medicaid Program Safeguard Contractor, notified the Appellant that a review was completed on claims submitted under provider number D993211724 and group number 1724. As a result of that review, it was determined that the Appellant received payment in error, resulting in an estimated overpayment of \$208,821.03. The dates of service encompassed in this overpayment were January 1, 1999, through November 11, 2000.

15. In a letter dated May 30, 2007, the Appellant was also notified by Palmetto GBA, Medicare Part B Accounts Receivable, that it received Medicare payment in error for dates of service January 1, 1999, through November 7, 2000, resulting in an estimated overpayment of \$208,821.03.
16. This overpayment was due to the Appellant submitting Part B Medicare claims for payment for dates of service January 1, 1999, through November 7, 2000, for services Dr. Thompson performed while excluded from the Medicare program.

LEGAL FRAMEWORK

I. ALJ Review Authority

A. Jurisdiction

Individuals or organizations dissatisfied with the reconsideration of an initial determination are entitled to a hearing before the Secretary of the Department of Health and Human Services provided there is a sufficient amount in controversy and a request for hearing is filed in a timely manner. See Social Security Act § 1869(b)(1)(A).

In implementing this statutory directive, the Secretary has delegated his authority to administer the nationwide hearings and appeals system for the Medicare program to OMHA. See 70 Fed. Reg. 36386, 36387 (June 23, 2005). The Administrative Law Judges within OMHA issue the final decisions of the Secretary, except for decisions reviewed by the Medicare Appeals Council. (Id.)

The request for hearing is timely if filed within sixty days after receipt of the previous determination or decision. See 20 C.F.R. § 404.933(b)(1).

A hearing before an Administrative Law Judge is only available if the remaining amount in controversy is \$110 or more. See 42 C.F.R. § 405.1006(b)(1). The request for hearing is timely filed if filed within sixty days after receipt of the carrier hearing decision. See 42 C.F.R. § 405.855(a)(1).

B. Scope of Review

Under the Centers for Medicare and Medicaid Services' (CMS) implementation policy for the Medicare, Medicaid and SCHIP Benefits Improvement and Protection Act of 2000 (BIPA), Pub. Law 106-554, app. F, 114 Stat. 2763, 2763A-463, and the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (MMA), Pub. Law 108-173, 117 Stat. 2066, all initial determinations by CMS contracted carriers prior to January 1, 2006, are governed by the Administrative Law Judge hearing procedures set forth at 20 C.F.R. § 404.929 through § 404.961 and 42 C.F.R. § 405.855. See 70 Fed. Reg. 11420, 11424-26 (March 8, 2005).

The issues before the Administrative Law Judge include all the issues brought out in the initial determination, redetermination, or reconsideration that were not decided entirely in the Appellant's favor. See 42 C.F.R. § 405.1032(a). However, if evidence presented before or during the hearing causes the Administrative Law Judge to question a favorable portion of the determination, he or she will notify the Appellant before the hearing and may consider it an issue at the hearing. (Id.)

C. Standard of Review

"The [Office of Medicare Hearing and Appeals]... is staff[ed] with Administrative Law Judges who conduct 'de novo' hearings..." 70 Fed. Reg. 36386 (June 23, 2005); see also *In re Atlantic Anesthesia Associates, P.C.*, MAC (June 2004) ("An ALJ qualified and appointed pursuant to the Administrative Procedure Act acts as an independent finder of fact in conducting a hearing pursuant to section 1869 of the Social Security Act. This requires de novo consideration of the facts and law.").

II. Principles of Law

A. Statutes and Regulations

Medicare Part B provides coverage to eligible beneficiaries for all or part of the cost of "medical and other health services," a term which is defined by the Social Security Act as including, among many other things, physician services." Sections 1832(a)(1)(B) and 1861(s)(6) of Title XVIII of the Social Security Act; 42 C.F.R. § 410.10.

CMS enrolls and maintains an active enrollment status for a provider or supplier when that provider or supplier certifies that it meets, and continues to meet, and CMS verifies it meets, and continues to meet, all of the following requirements: (1) compliance with title XVIII of the Social Security Act and applicable Medicare regulations, (2) compliance with Federal and State licensure, certification and regulatory requirements, as required, based on the type of services or supplies the provider or supplier type will furnish and bill Medicare, (3) not employing or contracting with individuals or entities excluded from participation in any Federal health care programs, for the provision of items and services covered under the programs, in violation of section 1128A(a)(6) of the Social Security Act. 42 C.F.R. § 424.520(a).

Exclusions of individuals and entities under this title will be from Medicare, Medicaid and any other Federal health care programs, as defined in §1001.2. 42 C.F.R. § 1001.1901(a).

Unless and until an individual or entity is reinstated into the Medicare, Medicaid and other Federal health care programs in accordance with subpart F of this part, no payment will be made by Medicare, Medicaid or any of the other Federal health care programs for any item or service furnished, on or after the effective date specified in the notice period, by an excluded individual or entity, or at the medical direction or on the prescription of a physician or other

authorized individual who is excluded when the person furnishing such item or service knew or had reason to know of the exclusion. This section applies regardless of whether an individual or entity has obtained a program provider number or equivalent, either as an individual or as a member of a group, prior to being reinstated. 42 C.F.R. § 1001.1901(b)(1).

An excluded individual or entity that submits, or causes to be submitted, claims for items or services furnished during the exclusion period is subject to civil money penalty liability under section 1128A(a)(1)(D) of the Social Security Act, and criminal liability under section 1128B(a)(3) of the Social Security Act and other provisions. In addition, submitting claims, or causing claims to be submitted or payments to be made for items or services furnished, ordered or prescribed, including administrative and management services or salary, may serve as the basis for denying reinstatement into the programs. 42 C.F.R. § 1001.1901(b)(3).

Except as provided in paragraphs (a)(2) and (a)(3) of this section or in § 1001.501(b)(4) of this part, an excluded individual or entity (other than those excluded in accordance with §§ 1001.1001 and 1001.1501) may submit a written request for reinstatement to the OIG only after the date specified in the notice of exclusion. Obtaining a program provider number or equivalent does not reinstate eligibility. 42 C.F.R. § 1001.3001(a)(1).

Upon receipt of a written request, the OIG will require the requestor to furnish specific information and authorization to obtain information from private health insurers, peer review bodies, probation officers, professional associates, investigative agencies and such others as may be necessary to determine whether reinstatement should be granted. 42 C.F.R. § 1001.3001(a)(3).

Failure to furnish the required information or authorization will result in the continuation of the exclusion. 42 C.F.R. § 1001.3001(a)(4).

The OIG will authorize reinstatement if it determines that the period of exclusion has expired, there are reasonable assurances that the types of actions that formed the basis for the original exclusion have not recurred and will not recur, and there is no additional basis under sections 1128(a) or (b) or 1128A of the Act for continuation of the exclusion. 42 C.F.R. § 1001.3002(a)(1). Submitting claims or causing claims to be submitted or payments to be made by the programs for items or services furnished, ordered or prescribed, including administrative and management services or salary, may serve as the basis for denying reinstatement. This section applies regardless of whether an individual or entity has obtained a program provider number or equivalent, either as an individual or as a member of a group, prior to being reinstated. 42 C.F.R. § 1001.3002(a)(2).

In making the reinstatement determination, the OIG will consider whether the individual or entity has, during the period of exclusion, submitted claims, or caused claims to be submitted or payment to be made by any Federal health care program, for items or services the excluded

party furnished, ordered or prescribed, including health care administrative services. 42 C.F.R. § 1001.3002(b)(6).

If the OIG grants a request for reinstatement, the OIG will (1) give written notice to the excluded individual or entity specifying the date of the reinstatement, (2) notify CMS of the date of the individual's or entity's reinstatement, (3) notify appropriate Federal and State agencies that administer health care programs that the individual or entity has been reinstated into all Federal health care programs, and (4) to the extent applicable, give notice to others that were originally notified of the exclusion. 42 C.F.R. § 1001.3003(a).

If a request for reinstatement is denied, OIG will give written notice to the requesting individual or entity. 42 C.F.R. § 1001.3004(a).

The OIG may impose a penalty and assessment against any person whom it determines in accordance with this part has knowingly presented, or caused to be presented, a claim which is for an item or service for which the person knew, or should have known, that the claim was false or fraudulent, including a claim for any item or service furnished by an excluded individual employed by or otherwise under contract with that person; or an item or service furnished during a period in which the person was excluded from participation in the Federal health care program to which the claim was made. 42 C.F.R. § 1003.102(a)(2) and (a)(3).

Section 1870 of the Social Security Act entitled Overpayment on Behalf of Individuals and Settlement of Claims for Benefits on Behalf of Deceased Individuals states, in pertinent part, that:

(a) Any payment under this title to any provider of services or other person with respect to any items or services furnished any individual shall be regarded as a payment to such individual.

(b) Where—

(1) more than the correct amount is paid under this title to a provider of services or other person for items or services furnished an individual and the Secretary determines (A) that, within such period as he may specify, the excess over the correct amount cannot be recouped from such provider of services or other person, or (B) that such provider of services or other person was without fault with respect to the payment of such excess over the correct amount.

Section 1128 of the Social Security Act entitled Exclusion of Certain Individuals and Entities from Participation in Medicare and State Health Care Programs states, in pertinent part, that:

(b) Permissive Exclusion—The Secretary may exclude the following individuals and entities from participation in any Federal health care program (as defined in 1128B(f)):

(4) License revocation or suspension. ---Any individual or entity---

(A) whose license to provide health care has been revoked or suspended by any State licensing authority, or who otherwise lost such a license or

the right to apply for or renew such a license, for reasons bearing on the individual's or entity's professional competence, professional performance, or financial integrity,

(g) Application for Termination of Exclusion.

(1) An individual or entity excluded (or directed to be excluded) from participation under this section or section 1128A may apply to the Secretary, in the manner specified by the Secretary in regulations and at the end of the minimum period of exclusion provided under subsections (c)(3) and at such other times as the Secretary may provide, for termination of exclusion effected under this section or section 1128A.

42 C.F.R. § 405.98(b) discusses the time frames and requirements for reopening initial determinations and redeterminations initiated by a contractor. It states, in pertinent part, that:

A contractor may reopen and revise its initial determination or redetermination on its own motion---

(3) At any time if there exists reliable evidence as defined in § 405.902 that the initial determination was procured by fraud or similar fault as defined in § 405.902.

42 C.F.R. § 405.1062 provides that Administrative Law Judges will give substantial deference to Local Coverage Determinations (LCDs), Local Medical Review Policies (LMRPs), or Center for Medicare Services (CMS) program guidance if they are applicable. An explanation in the decision is required if the judge does not follow these policies.

B. Policy and Guidance

In the Center for Medicare and Medicaid Services' Internet Only Manual, Publication 100-06, Chapter 3, Section 90, which discusses provider liability for overpayments, it states, in pertinent part:

A provider is liable for overpayments it received unless it is found to be without fault. The fiscal intermediary or carrier, as applicable, makes this determination. The fiscal intermediary or carrier considers a provider without fault, if it exercised reasonable care in billing for, and accepting, the payment; i.e.,

- It made full disclosure of all material facts; and
- On the basis of the information available to it, including, but not limited to, the Medicare instructions and regulations, it had a reasonable basis for assuming that the payment was correct, or, if it had reason to question the payment; it promptly brought the question to the fiscal intermediary or carrier's attention.

ANALYSIS

The Administrative Law Judge conducted a de novo review of the evidence and heard testimony regarding whether the Appellant is liable for an overpayment in the amount of \$208,821.03. After a review of the evidence in the record, it is the decision of the undersigned that an overpayment does exist and the Appellant should be held liable for the entire amount at issue.

In a letter dated April 24, 2007, TriCenturion, a Centers for Medicare and Medicaid Program Safeguard Contractor, notified the Appellant that a review was completed on claims submitted under provider number D993211724 and group number 1724. As a result of that review, it was determined that the Appellant received payment in error, resulting in an estimated overpayment of \$208,821.03. The dates of service encompassed in this overpayment were January 1, 1999, through November 11, 2000.

This overpayment to the Appellant was a result of Dr. Thompson being in their employ and providing services that resulted in the submission of claims for Medicare payment while he was excluded from the Medicare program by the Office of Inspector General. Dr. Thompson was excluded indefinitely from the Medicare program after having his license suspended indefinitely by the South Carolina Department of Labor, Licensing, and Regulation Board of Medical Examiners. He was notified, in writing, of this exclusion and that reinstatement into the Medicare program would have to be requested through the Office of Inspector General. Upon the conditional reinstatement of his license by the South Carolina Department of Labor, Licensing, and Regulation Board of Medical Examiners, Dr. Thompson became employed by the Appellant. Dr. Thompson informed the Appellant of the suspension of his license.

Counsel for the Appellant articulates several arguments for his client. First, the Appellant had no knowledge whatsoever, directly or indirectly, that Dr. Thompson was excluded from the Medicare program, nor did they have any information that would indicate that Dr. Thompson was excluded from the Medicare program during the time that it employed him. The Appellant had no reason to know that Dr. Thompson was actually excluded from the Medicare program during the dates in question.

The undersigned does not find this argument persuasive. In order for the Appellant to receive payment from Medicare for services rendered, it is required to follow, and has constructive notice of, the conditions for payment described in 42 C.F.R. § 424. Specifically, that as a condition of payment, a provider cannot employ an individual who has been excluded from participation in any Federal health care programs. 42 C.F.R. § 424.520(a)(3). The Appellant had a duty of due diligence to inquire about whether or not Dr. Thompson was excluded from the Medicare program. The Appellant knew that Dr. Thompson's license was suspended indefinitely and that he received a conditional reinstatement after four years. This suspension would indicate that he may be excluded in the Federal programs. Additionally, in order for the Appellant to be paid for Dr. Thompson's services, numerous applications had to be completed.

The applications inquired about any exclusions or sanctions that Dr. Thompson may have experienced. Furthermore, information regarding Dr. Thompson's exclusion could have easily been found by calling the Office of Inspector General or visiting their web-site which lists excluded individuals and entities.

Second, collection of the overpayment is barred by Title XI, Section 1128A(c)(1) of the Social Security Act, which discusses civil monetary penalties. This section states, in pertinent part, that the Secretary may not initiate an action under this section with respect to any claim, request for payment, or other occurrence as described in this section later than six years after the date the claim was presented, the request for payment was made, or the occurrence took place.

The undersigned does not find this argument persuasive. The section of the Social Security Act referred to by counsel applies solely to civil penalties. In order for a civil penalty to be imposed, it must be done no later than six years from the date the claim was presented, the request for payment was made, or the occurrence took place. In the instant case, no civil penalties have been imposed. The overpayment is based solely on the payments made by Medicare while Dr. Thompson was excluded from the program. Additionally, 42 C.F.R. § 405.980 allows initial determinations and redeterminations to be reopened at any time when reliable evidence exists that the determination was procured by fraud or similar fault.

Third, the Appellant is not at fault as defined by 42 C.F.R. § 408.902. There is no evidence that the Appellant had any knowledge, however defined, that Dr. Thompson had been excluded from the Medicare program. Additionally, the Appellant received a letter from Palmetto GBA stating that Dr. Thompson was approved and assigned a provider billing number.

The undersigned does not find this argument persuasive and finds that the Appellant did have similar fault regarding the overpayment. The section above, relied on by the Appellant, defines similar fault to mean, to obtain, retain, convert, seek, or receive Medicare funds to which a person knows or should reasonably be expected to know that he or she or another for whose benefit Medicare funds are obtained, retained, converted, sought, or received is not legally entitled. The Appellant is reasonably expected to know and has an affirmative duty to know the exclusion status of its employees through due diligence prior to entering into an employment relationship. Additionally, 42 C.F.R. § 1001.1901(1) discusses the scope and effect of exclusion, specific to the instant case, no payment will be made by Medicare, Medicaid or any other Federal health care programs for any item or service provided by an excluded individual. This section applies regardless of whether an individual or entity has obtained a program provider number or equivalent, either as an individual or as a member of a group, prior to being reinstated. 42 C.F.R. § 1001.1901(1).

Finally, the undersigned finds that counsel's last argument, recoupment from the Appellant is prohibited under 42 C.F.R. § 405.355(a) and (b), is invalid. This section only applies to individuals who were overpaid, not entities as in the instant case.

CONCLUSIONS OF LAW

The Appellant was overpaid Medicare benefits under Title XVIII of the Social Security Act for the services provided by Dr. Thompson to multiple beneficiaries January 1, 1999, through November 7, 2000, while he was excluded from the Medicare program by the Office of Inspector General.

ORDER

The Qualified Independent Contractor decision dated October 5, 2007, is hereby **AFFIRMED**. Medicare contractor is **DIRECTED** to process the claim in accordance with this decision.

SO ORDERED.



Dean C. Metry
U.S. Administrative Law Judge

Dated: 3-14-08

2011 MAY 20 PM 3:05
SCOTT B. SUERS
CLERK OF COURT, R.O.D.
DARLINGTON COUNTY, S.C.

FILED

TURNER PADGET

TURNER PADGET GRAHAM & LANEY P.A.

CHARLESTON
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MYRTLE BEACH

J. René Josey

REPLY TO:

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May 25, 2011

Honorable J. Michael Baxley
531 East Carolina Avenue
Hartsville, SC 29550

Re: *Pee Dee Health Care, P.A. v Estate of Hugh S. Thompson*
C/A No.: 10-CP-16-0332
File No.: 10667.101

Dear Judge Baxley:

I am writing as a follow up to my correspondence with the Court, dated last Friday, May 20, 2011. I am writing to provide the Court with an additional exhibit, which was only obtained late Friday afternoon from the United States Department of Health and Human Services. By copy of this letter to the Clerk's office, I am submitting this additional exhibit for filing. By copy of this letter, I am also serving a copy upon both Mr. Matthews and Mr. Megna.

The new exhibit is the decision of the Medicare Appeals Council ("MAC"). The Medicare Appeals Council is the final level of administrative appeals after a decision of an Administrative Law Judge (here Judge Metry). Any action beyond the MAC would be an action for judicial review in the district court. Judicial review was not sought in this case.

While the Plaintiff had indicated that this additional level of administrative appeal had been pursued, the Plaintiff has not produced any documents corresponding to this final administrative appeal. After a lengthy delay, we obtained a copy of this decision late Friday afternoon after we had already submitted our Motion for Summary Judgment; generally, the MAC decisions are not published. Because I have only received an electronic copy through the Freedom of Information Act analyst working for the Department of Health and Human Services, I am also including her cover e-mail in support of the decision's authenticity and to confirm my time of receipt.

TPGL 3840295v1

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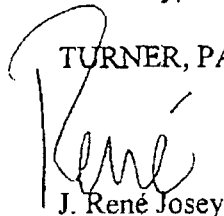
TURNER PADGET

Honorable J. Michael Baxley
May 25, 2011
Page 2

We appreciate your time and attention to these matters.

Sincerely,

TURNER, PADGET, GRAHAM & LANEY, P.A.



J. René Josey

JRJ:mjs

Enclosures

cc: Benjamin R. Matthews, Esquire (w/enclosures)
John J. James, II, Esquire (w/enclosures)
Tony Ray Megna, Esquire (w/enclosures)
Honorable Scott B. Suggs (w/enclosures)

TPGL 3840295v1

STATE OF SOUTH CAROLINA

COUNTY OF DARLINGTON

Pee Dee Health Care, P.A.,

Plaintiff,

v.

Estate of Hugh S. Thompson,

Defendant.

IN THE COURT OF COMMON PLEAS
C/A # 2010-CP-16-0332

**SUPPLEMENTAL EXHIBIT SUPPORTING
DEFENDANT'S COUNTER MOTION
FOR SUMMARY JUDGMENT**

In support of Defendant's counter motion for summary judgment, based upon the collateral estoppel of the issue of Plaintiff's fault, the Defendant previously submitted the decision of federal Administrative Law Judge Dean C. Metry as Exhibit A. While another level of administrative appeal had been touted by Plaintiff, no documentation had been produced corresponding to that further appeal (one item in the pending motion to compel).

Now, after considerable delay, the Defendant has obtained, through a Freedom of Information Act analyst with the Department of Health and Human Services, an electronic copy of the Medicare Appeals Council ("MAC") decision. This decision is attached hereto as Exhibit B – hopefully to minimize any confusion. The Exhibit also includes the e-mail accompanying the MAC decision from HHS employees. Their numbers and contact information are available if needed by the Court or if Plaintiff challenges the authenticity of the Exhibit.

Generally, the MAC decisions are not published. The MAC is the final level of administrative appeals after a decision of an Administrative Law Judge like Judge Metry. Any action beyond the MAC would be an action for judicial review in the district court. Judicial review was not sought in this case. Thus, this decision truly is the final word regarding the

Plaintiff's lack of due diligence and, as the decision indicates, the ALJ conclusion was adopted without further comment.

May 25th, 2011

PAULLING & JAMES

Jay James by René Josey

John Jay James, II
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ATTORNEYS FOR RESPONDENTS

Josey, J. Rene

From: Johnson, Angela (HHS/DAB) [Angela.Johnson@hhs.gov]
Sent: Friday, May 20, 2011 4:56 PM
To: Dugan, Siobhan (HHS/ASPA)
Cc: Johnson, Angela (HHS/DAB); Randolph, Christopher (HHS/DAB); Dews, Terrah (HHS/); Josey, J. Rene
Subject: Pee Dee Health Care FOIA 2011 078 SD
Importance: High
Attachments: Pee Dee Health Care FOIA 2011 078 SD.pdf



Pee Dee Health
Care FOIA 2011 ...

Good Afternoon Siobhan,

Attached is a copy of the Administrative Law Judge's decision in ALJ Appeal No. 1-223311931, for FOIA Number: 2011-0708SD.

Thank you.

Angela Johnson





DEPARTMENT OF HEALTH & HUMAN SERVICES

Office of the Secretary

OCT 6 2008

Departmental Appeals Board, MS 6127
Medicare Appeals Council
330 Independence Avenue
Cohen Building, Room G-644
Washington, DC 20201
(202)565-0100/Toll Free: 1-866-365-8204

HIC Number: Multiple
ALJ Appeal Number: 1-223311931

Pee Dee Health Care, P.A.
3400 West Avenue
Columbia, SC 29203-6901

NOTICE OF DECISION OF MEDICARE APPEALS COUNCIL

What This Notice Means

Enclosed is a copy of the decision of the Medicare Appeals Council. If you have any questions you may contact the Centers for Medicare & Medicaid Services regional office or the local Medicare contractor.

Your Right to Court Review

If you desire court review of the Council's decision and the amount in controversy is \$1,180 or more, you may commence a civil action by filing a complaint in the United States District Court for the judicial district in which you reside or have your principal place of business. See § 1869(b) of the Social Security Act, 42 U.S.C. § 1395ff(b). The complaint must be filed within sixty days after the date this letter is received. 42 C.F.R. § 405.1130. It will be presumed that this letter is received within five days after the date shown above unless a reasonable showing to the contrary is made. 42 C.F.R. § 405.1136(c)(2).

If you cannot file your complaint within sixty days, you may ask the Council to extend the time in which you may begin a civil action. However, the Council will only extend the time if you provide a good reason for not meeting the deadline. Your reason must be set forth clearly in your request. 42 C.F.R. § 405.1134.

If a civil action is commenced, the complaint should name the Secretary of Health and Human Services as the defendant and

should include the HIC number and ALJ Appeal number shown at the² top of this notice. 42 C.F.R. § 405.1136(d). The Secretary must be served by sending a copy of the summons and complaint by registered or certified mail to the General Counsel, Department of Health and Human Services, 200 Independence Avenue, S.W., Washington, D.C. 20201. In addition, you must serve the United States Attorney for the district in which you file your complaint and the Attorney General of the United States. See rules 4(c) and (i) of the Federal Rules of Civil Procedure and 45 C.F.R. § 4.1.

Enclosure

cc: Tony R. Megna, Esq.
Q2A AdQIC Records Management

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DEPARTMENTAL APPEALS BOARD

DECISION OF MEDICARE APPEALS COUNCIL

In the case of

Claim for

Pee Dee Health Care, P.A.
(Appellant)

Supplementary Medical
Insurance Benefits (Part B)

D.M. and 641 others
(Beneficiary)

Multiple
(HIC Number)

Palmetto GBA
(Contractor)

1-223311931
(ALJ Appeal Number)

The Administrative Law Judge (ALJ) issued a decision dated March 14, 2008. The ALJ decision concerned a \$208,821 overpayment assessed against the appellant for services provided by a physician excluded from the Medicare program. The ALJ upheld the overpayment and found the appellant at fault in causing it. The appellant has asked the Medicare Appeals Council to review this action.

The Council reviews the ALJ's decision *de novo*. 42 C.F.R. § 405.1108(a). The Council will limit its review of the ALJ's action to the exceptions raised by the party in the request for review, unless the appellant is an unrepresented beneficiary. 42 C.F.R. § 405.1112(c).

The appellant contends that it did not have access to certain documents on the ALJ exhibit list. The appellant also argues that claims were improperly reopened because there was no "fraud or similar fault," as discussed in Social Security Ruling (SSR) 85-23. The appellant finally contends that the ALJ had no legal basis for determining that an overpayment existed.

The ALJ found the appellant received an overpayment for services provided by the excluded physician from January 1, 1999, through November 7, 2000. Dec. at 3-4, 11. The ALJ determined that the

appellant either knew or should have known of the physician's 2
exclusion as a result of an affirmative duty to determine the
exclusion status of its employees before entering an employment
relationship. *Id.* at 9-10. The ALJ also noted that Medicare
does not pay for any services provided by an excluded
individual, irrespective of whether an individual or entity has
obtained a program reimbursement number. *Id.* at 10, citing 42
C.F.R. § 1001.1901(1). The ALJ concluded that the appellant
received an overpayment for services claimed during the
exclusion period. *Id.* at 11.


The record contains no indication that the appellant was denied
the opportunity to review evidence before the hearing or that
the ALJ relied upon improperly admitted evidence in reaching his
decision. 42 C.F.R. § 405.1000(b). The appellant's counsel was
provided with documents which indicated the physician at issue
had been excluded and the basis of that exclusion. The
appellant's counsel also could have contacted the Office of
Inspector General to verify the exclusion, as information on
excluded individuals and entities is available to the public.

With respect to the appellant's arguments concerning whether
there was fraud or similar fault to justify the contractor's
reopening of the instant claims, a contractor's decision on
whether to reopen is final and not subject to appeal. 42
C.F.R. § 405.926(1), 405.980(a)(5). Accordingly, neither the
ALJ nor Council have jurisdiction to review that aspect of the
contractor's action. This restriction extends to whether or not
the contractor found that there was fraud or similar fault for
reopening, as set forth in 42 C.F.R. § 405.980(b)(3). CMS has
recently stated that the enforcement mechanism for standards for
reopening lies within CMS's evaluation and monitoring of
contractor performance, not the administrative appeals process.
70 Fed. Reg. at 11453.

The ALJ found that an overpayment existed and that the appellant
was not without fault in creating the overpayment. The ALJ
noted that the appellant failed to exercise due diligence in
determining the physician's exclusion status during the hiring
process and when completing federal application forms, including
a review of excluded individuals listed on the website of the
Office of Inspector General (OIG). *Dec.* at 7-10; citing Section
1870 of the Social Security Act (Act) and Medicare Financial
Management Manual (MFMM) (Pub. 100-06) Ch. 3, § 90.

The Council has considered the record and exceptions presented. ³
The Council sees no basis for changing the ALJ decision. The
Council therefore adopts the ALJ decision.

MEDICARE APPEALS COUNCIL



Gilde Morrißson
Administrative Appeals Judge

Date: OCT 6 2008

STATE OF SOUTH CAROLINA,)
)
COUNTY OF DARLINGTON)

IN THE COURT OF COMMON PLEAS
DOCKET NO.: 10-CP-16-0332

Pee Dee Health Care, P.A.,)
)
Plaintiff,)

vs.)

CERTIFICATE OF SERVICE

Estate of Hugh S. Thompson,)
)
Defendant.)
_____)


I hereby certify that on this 25th day of May, 2011 a copy of the above and foregoing

Supplemental Exhibit Supporting Defendant's Counter Motion for Summary Judgment,

has been mailed to all counsel of record, postage prepaid and properly addressed as follows:

Benjamin R. Matthews, Esquire
Matthews & Megna, LLC
3400 West Avenue
Columbia, SC 29203

Tony Ray Megna, Esquire
Matthews & Megna, LLC
3400 West Avenue
Columbia, SC 29203



Secretary to J. René Josey

TURNER PADGET

TURNER PADGET GRAHAM & LANEY P.A.

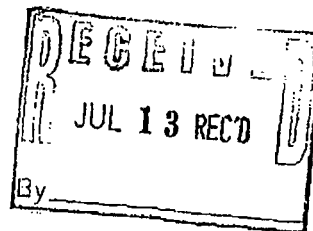
CHARLESTON
COLUMBIA
FLORENCE
GREENVILLE
MYRTLE BEACH

J. René Josey

Writer's Direct Dial #843-656-4451
Writer's Direct Fax #843-413-5818
E-Mail: rjosey@turnerpadget.com

July 8, 2011

The Honorable Scott B. Suggs
Darlington County Clerk of Court
P.O. Box 1177
Darlington, SC 29540-1177



Re: *Pee Dee Health Care, P.A. v Estate of Hugh S. Thompson*
C/A No.: 10-CP-16-0332
File No.: 10667.101

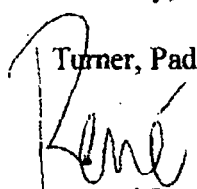
Dear Scott:

Enclosed for filing, please find the Defendant's Reply Memorandum in Support of the Defendant's Motion for Summary Judgment together with attachments. I have also enclosed an additional copy of this Memorandum, which I would appreciate your marking stamped as filed and returning to me in the self-addressed stamped envelope provided. Please note that our return envelope is directed to our post office box in Florence; previous correspondence from your office as well as others has been erroneously addressed to our former street address, which is no longer valid.

As indicated in the attached certificate of service, I am serving a copy of this Reply Memorandum on Plaintiff's counsel by copy of this letter. Also by copy of this letter, I am sending a courtesy copy of this Reply Memorandum to Judge Baxley's chambers. As you know, these matters have been scheduled for hearing on July 19, 2011, in Darlington. I look forward to seeing you then.

Sincerely,

Turner, Padget, Graham & Laney, P.A.


J. René Josey

JRJ:mjs

Enclosures

cc: Honorable J. Michael Baxley
Benjamin R. Matthews, Esquire ✓
Tony R. Megna, Esquire ✓
John J. James, II, Esquire

BUSINESS • LITIGATION • SOLUTIONS

BB&T Building • 4th Floor • 1831 West Evans Street (29501) • PO Box 5478 • Florence, SC 29502
Phone (843) 662-9008 • Fax (843) 667-0828 • turnerpadget.com

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

Pee Dee Health Care, P.A.,

Plaintiff,

v.

Estate of Hugh S. Thompson,

Defendant.

IN THE COURT OF COMMON PLEAS
C/A # 2010-CP-16-0332

DEFENDANT'S REPLY IN SUPPORT
OF SUMMARY JUDGMENT

The Defendant, Estate of Hugh S. Thompson, has moved for an Order of Summary Judgment. In its response, the Plaintiff seeks to portray this motion as predicated upon the concept of a "prevention" defense – it is not. The motion is predicated upon the Plaintiff's burden to prove a right to rely – as an element of its claims – in its case-in-chief. In that regard, it is the Defendant's position that proof of that element is legally precluded by the offensive application of collateral estoppel. This has nothing to do with the existence or non-existence of a "prevention" defense.¹

¹ Plaintiff's response raising the issue of a "prevention defense" was made in his e-mail to the Court of May 27, 2011 with attached letter of the same date – both attached hereto as Exhibit A to confirm that they are in the filed Court record. The cases cited in this response are Champion v. Whaley, 280 S.C. 116, 311 S.E.2d 404 (Ct. App. 1984) and The Huffines Co. LLC v. Lockhart, 365 S.C. 178, 617 S.E.2d 125 (2005). Both Huffines and Champion involved real estate brokers suing the sellers of real estate for sales commissions where a condition precedent to the commission was the sale of the property. The brokers in each case asserted that the sellers prevented the satisfaction of the conditions precedent; therefore, the brokers argued that the sellers could not hide behind the failure of those conditions.

The case at bar is not one of contract and conditions precedent. Moreover, nothing the decedent Thompson did or did not do prevented the Plaintiff from fulfilling its statutory obligation of due diligence with the Medicare OIG. And it is that statutory obligation that bars any right of the Plaintiff to rely upon what the decedent did or did not do. And the failure to satisfy that statutory obligation of due diligence has already been litigated by Plaintiff with a sustained finding by an Administrative Law Judge. Of course, South Carolina common law also imposes a duty upon a party with access to true information -- a duty not to rely on the misinformation or lack of information provided by others. See Quail Hill, LLC v. County of Richland, 387 S.C. 223, 692 S.E.2d 499 (2010)(availability of county records prevented reliance even upon county employee's misstatement); Regions Bank v. Schmauch, 354 S.C. 648, 675, 582 S.E. 2d 432, 446 (Ct. App. 2003)("One with knowledge of the truth or the means by which with reasonable diligence he could acquire knowledge cannot claim to have been mis[led].").

In its response, the Plaintiff also suggests that collateral estoppel is precluded by a different result in an arguably similar case² involving a different assignee of medicare benefits. But litigation involving other parties is not relevant to the application of offensive collateral estoppel – it is PDHC’s opportunity to fully litigate the fault issue that binds it – not another party’s litigation of the same or similar issue.³

Finally, Plaintiff’s response also suggest that the Defendant’s summary judgment motion is not ripe for disposition because of the lack of complete discovery. Often, summary judgment motions require factual development through discovery – and perhaps that is true of Plaintiff’s motion filed in apparent response to a proposal to make technical amendments to the Defendant’s answer.⁴ Because the Defendant’s motion is based upon the legal conclusion of Plaintiff’s fault (and corresponding absence of a right to rely) in a matter of the Plaintiff’s

² Without the full administrative record, we do not know what similarities or differences might be present in the First Choice case against Medicare. Perhaps there are distinguishing facts that were important to Judge Joe, perhaps different arguments were made, perhaps there were not. Perhaps Judge Joe simply has a different conception of equity under such circumstances – we don’t know, we will never know, and this Court need not know to apply the doctrine of collateral estoppel to this litigant based upon what it did know, what it did do, and what result it did achieve. In any event, had the Plaintiff checked with the Medicare OIG, as it has a federal statutory duty to do, before accepting an assignment of Medicare benefits from decedent Thompson, this litigation would not have happened.

³ In its response, Plaintiff again suggest the existence of a non-existent duty upon the decedent to keep the sophisticated Plaintiff informed of legal steps and procedures taken by a third party (First Choice) in litigation where the Plaintiff was not a party. Moreover, the record made by Plaintiff confirms that it made contact directly with that third-party and its counsel – confirming that these professional medical practice administrators did not need the decedent to attempt voluntary collaboration with other parties similarly situated.

⁴ As the Court noted in its June 23rd letter confirming that both summary judgment motions would go forward at the hearing, Rule 11 requires that counsel have a good faith basis for a motion when it is executed and filed (as an aside, it is apparent that the Plaintiff’s motion for summary judgment was not signed by counsel but rather on his behalf by someone with what appears to be the initials “KEO”). Contrary to his current assertion that the Estate’s personal representatives refused to be deposed (for example, Mr. Megna’s letter to the Court dated June 20, 2011 and filed with the Clerk), Mr. Megna advised the Court in his letter of February 4, 2011 that “the parties have agreed to suspend further discovery pending the decisions of the Court on the various motions that are now pending” (attached hereto as Exhibit B); of course, the Plaintiff’s motion for summary judgment signed by KEO was pending at that time. The depositions of the personal representatives, noticed prior to that February 4th letter, have never been re-noticed or requested.

already fully litigated, no discovery in this pending action will effect that existing (and binding) legal conclusion. Hence, the Defendant's motion is ripe for consideration.⁵

CONCLUSION

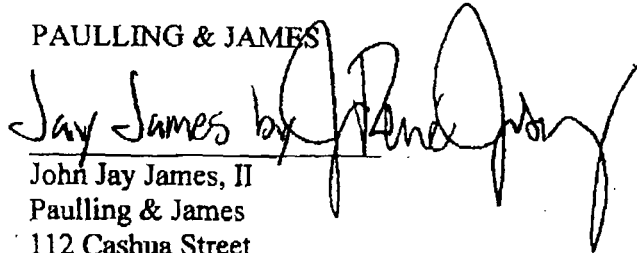
As for the Plaintiff's fault, a dispositive factor with regard to all of Plaintiff's causes of action, there can be no dispute of any material fact. While other factors might be subject to factual dispute, the dispositive adjudication of fault by the Plaintiff has been resolved. The principles of judicial economy and consistency behind the doctrine of collateral estoppel preclude the need to litigate other issues when a dispositive factor has been determined. The claims of PDHC against the Defendant Estate must be dismissed by the Circuit Court.

[SIGNATURE PAGE TO FOLLOW]

⁵ While not related to the substance of the Defendant's motion, Plaintiff's disqualified counsel does suggest that the motion was filed on the heels of the disqualification to gain some advantage; this is not true. First, Plaintiff remains ably represented by a member of the bar and indeed, a partner in Mr. Megna's firm. Secondly, the Defendant has no duty or obligation to sit on its hands while the Plaintiff undertakes another appeal (an appeal from this Court's dismissal of the Plaintiff's probate appeal is already pending) – particularly an appeal of an interlocutory matter. Moreover, as Defendant argued in its disqualification motion and at the hearing, the Defendant's concern is with having Mr. Megna appear as counsel in matters before a jury or in depositions possibly used at trial; Defendant has not objected to Mr. Megna's motion participation in matters where his involvement or credibility as a witness are not in play (these may be limited). Obviously, the Court's immediate disqualification has not chilled Mr. Megna from signing and filing the Plaintiff's motion for reconsideration or the Plaintiff's response to Defendant's Summary Judgment motion – Defendant totally defers to the Court on whether these filings are acceptable after the Court's Order of Disqualification. Finally, the Court-recognized need for Mr. Megna's disqualification is not something the Defendant created or that counsel could not have prevented.

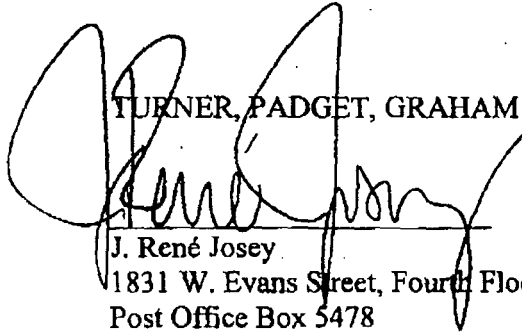
July 8th, 2011

PAULLING & JAMES



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Paulling & James
112 Cashua Street
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Telephone: 843-393-3881
Facsimile: 843-393-6089
Email pjlaw507@bellsouth.net

TURNER, PADGET, GRAHAM & LANEY, P.A.



J. René Josey
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Florence, SC 29502-5478
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Facsimile: 843-413-5818
E-mail: RJosey@TurnerPadget.com

ATTORNEYS FOR RESPONDENTS

EXHIBIT A

Josey, J. Rene

From: Tony R. Megna [tmegna@gmail.com]
Sent: Friday, May 27, 2011 9:35 AM
To: Baxley, J. Michael Law Clerk (Erin O'Neal)
Cc: Josey, J. Rene; pjlaw507
Subject: PDHC v Thompson
Attachments: Baxley letter 05-27-2011.pdf



Judge Baxley:

I received a supplemental response from Mr. Josey. I have enclosed my reply. Our appellate courts have ruled repeatedly that SC does not recognize the defense of 'prevention' [i.e., no Plaintiff has the duty to prevent hard that results from a Defendant's own misconduct] which counsel for the Defendants appear not to realize.

Thanks, Tony

Please send all written correspondence to:

Tony R. Megna, Esquire
3400 West Avenue
Columbia, SC 29203
tmegna@gmail.com
Office telephone: 803.799.1700

This message is intended for the use of the person or entity to which it is addressed and may contain information, including legal and/or health information, that is privileged, confidential, and the disclosure of which is governed by applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this information is STRICTLY PROHIBITED. If you have received this in error, please notify us immediately and destroy the related message. Thank you.

Matthews and Megna, LLC

Attorneys and Counselors at Law

3400 West Avenue

Columbia, SC 29203

TELEPHONE: 803-799-1700

E-mail: tmegna@gmail.com

May 27, 2011

The Honorable J. Michael Baxley

531 East Carolina Avenue

Hartsville, SC 29550-4311

[Via email to JBaxleyLC@sccourts.org and first class mail]

Re: Estate of Hugh S. Thompson, Case No: 10-CP-16-0332
Response to Mr. Josey's letter dated May 26, 2011 and his supplemental memoranda

Dear Judge Baxley:

It is a matter of settled law in South Carolina, Decedent's estate cannot now assert the Plaintiff could have 'prevented' the matter by taking additional actions to save the Decedent from his own wrongdoing.

Our Court of Appeals stated:

[W]e agree with the court in *Shear v. National Rifle Association, supra*, that almost all cases in which prevention is alleged will involve speculation as to what would have happened had the defendant's conduct not taken place. 606 F. (2d) at 1257. The defendant cannot take advantage of the uncertainty created by his own wrongdoing. If it were otherwise, then it would be virtually impossible for a plaintiff to prove a case of prevention.

Champion v. Whaley, 311 SE 2d 404 (COA 1984); *The Huffines Co., LLC v. Lockhart*, 617 SE 2d 125 (2005).

The Plaintiff's independent 'strict liability' to Medicare (regardless of the Decedent's admitted wrongdoing) is independent of the Decedent's liability to the Plaintiff for the Decedent's own independent wrongdoing that has resulted in damage to the Plaintiff and the Decedent's liability to the Plaintiff. The Decedent admitted he failed to provide Medicare the information needed to have him reinstated to the Medicare program after his disbarment. The affidavits, and Decedent's own statement, indicate Dr. Thompson never informed Plaintiff that he was 'disbarred' from the Medicare program both prior to, during, and after his employment with Plaintiff. The administrative appeals initiated by Nexsen Pruet's representation of the Decedent ended in the decision of the Medicare Administrative Law Court issuing an order, known as the [the 'ALJ Joe' order dated January 22, 2008] [Exhibit M], on behalf of Dr. Thompson and FirstChoice Health Care of Florence, that overturned the initial decision of Medicare to 'recoup' funds from FirstChoice during the time of the Decedent's disbarment from Medicare. The

The Honorable J. Michael Baxley
531 East Carolina Avenue
Hartsville, SC 29550-4311
May 27, 2011
Page 2 of 4

Medicare MAC agreed. Neither FirstChoice nor Dr. Thompson provided a copy of the 'ALJ Joe' order dated January 22, 2008¹. Plaintiff, however, provided its information with FirstChoice [See Exhibit U - email dated July 11, 2007 from the undersigned to Mr. Banks enclosing a copy of Plaintiff's response to Medicare]. In their memorandum to this Court [page 4], counsel for the Defendants assert that the Plaintiff's failure to communicate with the Decedent interfered with the Decedent's right to protect his own interest. The Medicare ALC 'Joe decision' was favorable to Decedent and FirstChoice was dated January 22, 2008, and was never provided to the Plaintiff. As a result, on March 14, 2008, the Plaintiff received an order [Exhibit N] from the Medicare ALC that required Plaintiff to pay Medicare the funds it received from Medicare during the time the Decedent was disbarred from Medicare. The Plaintiff received no further communications from the Decedent nor Mr. Banks even though such communications had been promised. [See Exhibit P]. Nor was the Plaintiff aware of the favorable Medicare ALC 'Joe' decision obtained by the Decedent and FirstChoice until the 'Joe' decision was produced during discovery in this case because neither FirstChoice nor the Decedent provided the information to Plaintiff. As a result, PDHC did not have the opportunity to present the favorable 'ALJ Joe determination' as a defense to the claims made by Medicare against PDHC and Dr. Thompson, the Medicare Independent Review Board, the Medicare ALJ, or to the Medicare Appeals Council.²

In all instances in which Plaintiff was involved in opposing Medicare's attempts to recoup funds obtained by Plaintiff during Decedent's disbarment from Medicare, Medicare was making demands of the Plaintiff in regard to payments received by Plaintiff under the terms of the Reassignment of Benefits executed by the Decedent on November 4, 1998. [Exhibit B]. Moreover, as noted herein in more detail,

¹ Sometime in 2007, Dr. Thompson did contact the undersigned to inform him that the Decedent was providing 'some papers' to Plaintiff. The Decedent further informed the undersigned he was represented by a 'lawyer in Columbia.' The undersigned and the Decedent had no substantive communications concerning these matters whatsoever at any time. The Decedent, however, did send the Plaintiff a few documents which have been produced to the Defendant. [Exhibit V], and as noted herein below, the Defendant has obtained from other sources. All other conversations regarding between Plaintiff and Decedent in regard to these matters, both prior to and following 2007, took place with Mr. Mark Matthews and other employees of Plaintiff. [See Exhibit Z as well as the other affidavits provided to the Court].

² See for instance *Parklane Hosiery Co. v. Shore*, 439 U.S. 322, 324 n.4, 99 S.Ct. 645, 649 n.4, 58 L.Ed.2d 552, 559 n.4 (1979) (approving use of offensive collateral when the plaintiff seeks to foreclose the defendant from litigating an issue the defendant has previously litigated unsuccessfully even in an action with another party.

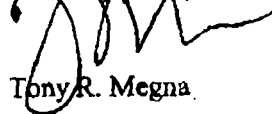
The Honorable J. Michael Baxley
531 East Carolina Avenue
Hartsville, SC 29550-4311
May 27, 2011
Page 3 of 4

- a. Decedent was represented by independent counsel of his own choosing beginning in 2002 and during the proceedings that led to the adverse decision requiring the recoupment of funds of the Decedent that had been assigned to the Plaintiff,
- b. Decedent and FirstChoice, regardless of the reason, failed to provide the Plaintiff the very information [[the 'ALJ Joe' order dated January 22, 2008] [Exhibit M]] that would have negated the Decedent's liability in the first instance,
- c. Decedent and FirstChoice failed to communicate with Plaintiff even though they both agreed to do so. As a result of the foregoing, the Defendant, as a matter of law, is estopped from asserting any claim defense against Plaintiff because, in South Carolina, negligence takes the place of the intent to deceive when there is a duty to disclose. *Id.*; 3 Pomeroy's Equity Jurisprudence §809 at 218 (5th 1941).

Under the specific holdings of our appellate courts, the arguments made by the Defendant that the Plaintiff could have 'prevented' are completely without merit. Moreover, the Plaintiff took every possible action to mitigate the damage to the Decedent. It is unfortunate we had a different administrative law judge. It is more unfortunate that the Decedent did not provide the Plaintiff with the information that was actually in his possession that was necessary to provide a more complete defense for Plaintiff to present. It is even more unfortunate, however, the Defendant does not appreciate that well-established case law in South Carolina directly counters its arguments that are improper as a matter of law. The truth is that the only direct evidence before this Court is that Decedent's own misconduct caused the Plaintiff substantial damage, and that the Plaintiff, as well as the undersigned, did everything possible to mitigate the damage caused by the Decedent's misconduct – even in the face of the continuing misconduct and the continuing failure to provide relevant information to the Plaintiff that was in the sole possession of Decedent, his counsel and FirstChoice.

In closing, there is no evidence of record, nor any lawful reason, to expect, anticipate or to support the Defendant's request to disqualify the undersigned from representing the Plaintiff. There is no evidence that the testimony of the undersigned is either relevant, necessary, or would confuse a jury. There is, however, every reason to strike from the record any and all assertions by the Defendant of the assertion of the defense of 'prevention' because it is not recognized under law in the State of South Carolina. There is also every reason of record to allow the Plaintiff to complete its discovery and properly present its motions for summary judgment.

Sincerely yours,



Tony R. Megna

The Honorable J. Michael Baxley
531 East Carolina Avenue
Hartsville, SC 29550-4311
May 27, 2011
Page 4 of 4

Cc:

Jay James
P.O. Box 507
Darlington, SC 29540
[Via email to
pilaw507@bellsouth.net and
first class mail including
Plaintiff's Reply to
Defendant's Objection to
Plaintiff's 59(e) Motion]

Renee Josey
1831 W. Evans Street
Florence, SC 29501
[Via email to
RJosey@turnerpadget.com
and first class mail including
Plaintiff's Reply to
Defendant's Objection to
Plaintiff's 59(e) Motion]

The Honorable Scott B. Suggs
Clerk Of Court,
Darlington County
1 Public Square, Room B-4
Darlington, South Carolina 29532
[Via first class mail]

EXHIBIT B

Matthews and Megna, LLC

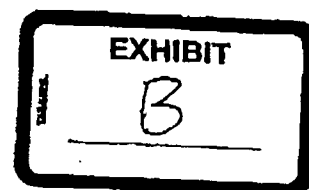
Attorneys and Counselors at Law

3400 West Avenue

Columbia, SC 29203

TELEPHONE: 803-799-1700

E-mail: tmegna@gmail.com



February 4, 2011

The Honorable J. Michael Baxley
531 East Carolina Avenue
Hartsville, SC 29550-4311

Re: Estate of Hugh S. Thompson, Case No: 10-CP-16-0332

Dear Judge Baxley:

The Plaintiff, pursuant to Rule 16(a), S.C.R.Civ.P., respectfully requests the Court to hold a pre-trial hearing to bring order to the motions and other matters now pending before the Court. At this time, the parties have agreed to suspend further discovery pending the decisions of the Court on the various motions that are now pending. Most discovery has been completed other than the taking of depositions. There are, however, several outstanding matters pending before the Court, and being considered by the parties. They include the following:

Outstanding Matters of Plaintiff:

- a. Motion for Summary Judgment [The Plaintiff had scheduled to the depositions of the Defendants so this matter could be heard and determined. However, the Defendants objected.]
- b. The Plaintiff intends to file additional motions including but not limited to a Motion to Compel Answers to Interrogatories and a Motion to Disqualify the Personal Representatives due to a conflict with their breach of fiduciary duties to the creditors of the estate.
- c. The Plaintiff is contemplating filing an additional action against the Personal Representatives for breach of their fiduciary duties. If so, the Plaintiff will request the matter be consolidated with the current case.
- d. The Plaintiff is also considering adding additional parties to the lawsuit pending before the Court, but is unable to make an informed decision on the matter until discovery is complete.

Outstanding Matters of Defendant:

- a. Motion to Amend Answer filed after the Plaintiff filed its Motion for Summary Judgment

The Honorable J. Michael Baxley
531 East Carolina Avenue
Hartsville, SC 29550-4311
Page 2 of 3

- b. Motion to Compel Production of documents. Plaintiff contends the documents are protected by the work-product doctrine and the attorney-client privilege.
- c. Matters relating to the Defendant's objections to the taking of the depositions of the owners of Plaintiff. The Plaintiff has objected to the request by the Defendants for these depositions to be taken based on the application of the S.C. Dead Man statute as well as the attorney-client privilege.
- d. Motion to Disqualify Plaintiff's counsel. The Plaintiff believes this motion to be without merit, and that it has been filed for the purpose of harassment and delay. Obviously, the Defendants disagree.

As is usual in these cases, neither party believes the other party's positions are well-founded.

The differences of the parties aside, the controversy is before the Court, and the Plaintiff respectfully suggests that a formal pre-trial conference in compliance with Rule 16, S.C.R.Civ.P., is in the best interests of all concerned in order that the Court has the full information needed to make the determinations it is called upon to make.

The Plaintiff further respectfully suggests, considering the nature of the case, and the limited time of the Court, that the Court require the parties comply to with the formal requirement of Rule 16. If the Court agrees, the Plaintiff respectfully suggests that formal compliance also serve as the parties' replies to the various motions of the Court in a time schedule determined by the Court. Such a procedure will simplify the issues and meet the goals of Rule 16 – regardless of the parties' respective positions on the validity of the other's case. The Plaintiff further suggests that the Court require formal written briefs that address the matters contemplated by Rule 16 and that they are served upon the parties and the Court in a manner that provides the Court and the parties adequate time to review the information.

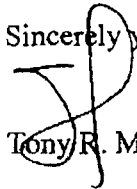
If possible, I would appreciate you considering scheduling the pre-trial conference after March as I am scheduled to be unavailable much of the time until then. I am also amenable to any reasonable requests of counsel for the Defendants as to the time for the pre-trial conference as I imagine they may have similar scheduling issues they wish the Court to take into consideration. By making this request, the Plaintiff is not requesting the Court to expedite any matter but to assure that matters involved in resolving the controversies between the parties are considered in an orderly fashion. I am more than happy to draft a order effecting the foregoing if the Court wishes me to do so.

The Honorable J. Michael Baxley
531 East Carolina Avenue
Hartsville, SC 29550-4311
Page 3 of 3

Please feel free to contact me at your convenience if you desire additional information. My mobile number is 803.606.59836. I am often out-of-town but can always be reached by email at tmegna@gmail.com. By copy of this letter to counsel for the Defendants, I am advising them of my requests and requesting they advise of any dates after March they may not be available.

With kind regards, I remain

Sincerely yours,



Tony R. Megna

Cc: Renee Josey
1831 W. Evans Street
Florence, SC 29501

Jay James
P.O. Box 507
Darlington, SC 29540

STATE OF SOUTH CAROLINA,)
COUNTY OF DARLINGTON)

IN THE COURT OF COMMON PLEAS
DOCKET NO.: 10-CP-16-0332

Pee Dee Health Care, P.A.,)
Plaintiff,)

vs.)

CERTIFICATE OF SERVICE

Estate of Hugh S. Thompson,)
Defendant.)

_____)

I hereby certify that on this 8th day of July, 2011 a copy of the above and foregoing **Defendant's Reply in Support of Summary Judgment**, has been mailed to all counsel of record, postage prepaid and properly addressed as follows:

Benjamin R. Matthews, Esquire
Matthews & Megna, LLC
3400 West Avenue
Columbia, SC 29203

Tony R. Megna, Esquire
Matthews & Megna, LLC
3400 West Avenue
Columbia, SC 29203

Danna R. Rabon

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

Pee Dee Health Care, P.A.,

Plaintiff,

v.

Estate of Hugh S. Thompson,

Defendant.

IN THE COURT OF COMMON PLEAS
C/A # 2010-CP-16-0332

MOTION FOR PROTECTIVE ORDER

Non-party attorneys Celeste Jones, Kenneth Woodington, Desa Ballard, and others have been served with purported subpoenas in this matter. Pursuant to Rules 45 and 26 of the South Carolina Rules of Civil Procedure, the Defendant hereby moves for a protective order with regard to these purported subpoenas.¹

The Defendant objects to these subpoenas and their accompanying requests for production, and moves to protect all non-party persons from these subpoenas. Not only are these subpoenas objectionable to the persons in receipt of same, they are objectionable to this Defendant in that they represent an irrelevant hijacking of this litigation to embark upon a fishing expedition for wholly unrelated matters – increasing the litigation costs and expense of this defendant.

¹ Among those other non-parties that have been served with purported subpoenas in this case are both defense attorneys (Jay James and J. Rene' Josey), attorney I. Brandon Hylton, and the law firm of Turner Padgett Graham & Laney P.A. These non-parties have served their own objections to the purported subpoenas and those objections are attached hereto for the Court's information. These objections were served on Plaintiff's remaining counsel of record, Benjamin R. Matthews.

Specifically, these subpoenas are objectionable on the following grounds:

1. The subpoenas are invalid – they are not signed by an attorney of record in this case;²
2. The subpoenaed requests for documents are unduly burdensome and overly broad. They are wholly irrelevant to the current litigation which is solely about Medicare credentialing of a physician employee;
3. The requests for documentation are not reasonably calculated to lead to the discovery of admissible or relevant evidence;
4. The requests seek information which may be subject to the work-product doctrine and attorney-client privilege;³
5. For other defects in the form, substance, and service of the subpoenas and the corresponding command for production of documentation.

² While defense counsel chose not to object to the limited role of former counsel Megna in arguing summary judgment motions and a motion to reconsider, Mr. Megna is, in fact, disqualified in this litigation. It has been defendant's consistent position that Mr. Megna should not be involved in discovery or trial as counsel given his status as a witness. Thus, Defendant objects to any further involvement by Mr. Megna.

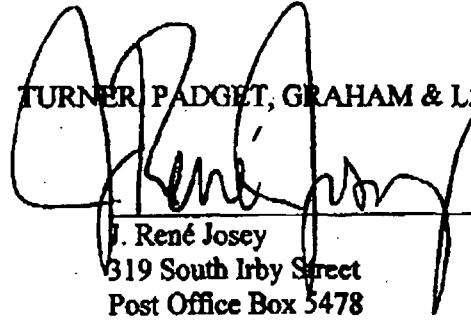
Defense counsel is well aware that Mr. Megna has also continued to correspond with the Court subsequent to the motion hearing, and defense counsel believes it best not to respond to non-pleadings; this does not, of course, signify any agreement or acquiescence to the content of the Megna correspondence. *Moreover, these non-pleadings provide no basis for the Court to delay determination of the merits of Defendant's pending motion for summary judgment – which is based upon the preclusive effect of an existing federal judicial determination regarding the Plaintiff's credentialing failures – a basis immune from anything sought in the subject subpoenas or raised in the Megna correspondence.*

³ Turner Padgett Graham & Lancy P.A. and the Defendant are cognizant that information withheld pursuant to a claim of privilege or work product protection “shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.” SCRPC 45(d)(2). Item 2 of Exhibit A attached to the subpoena request production of communications between counsel and other persons, including co-counsel in this case. While undersigned counsel has not communicated with most of the persons listed, he has clearly communicated with co-counsel in confidential preparation for the issues of this case. Undersigned counsel also believes communications with other attorneys in preparation for the issues of this case are protected work product.

WHEREFORE, the Defendant moves for protection from the purported subpoenas and ask for the fees and costs associated with filing and pursuing this motion. Pursuant to Rule 11(a) of the South Carolina Rules of Civil Procedure, counsel for the Defendant certifies their opinion that further consultation with the Plaintiff would serve no useful purpose in the resolution of these matters.

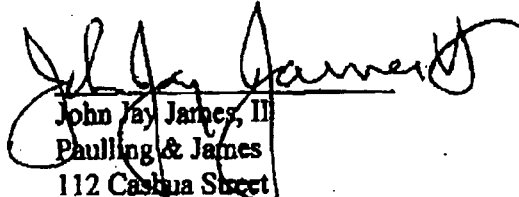
August 9th, 2011

TURNER PADGET, GRAHAM & LANEY, P.A.



J. René Josey
319 South Irby Street
Post Office Box 5478
Florence, SC 29502-5478
Telephone: 843-656-4451
Facsimile: 843-413-5818
E-mail: RJosey@TurnerPadget.com

PAULLING & JAMES

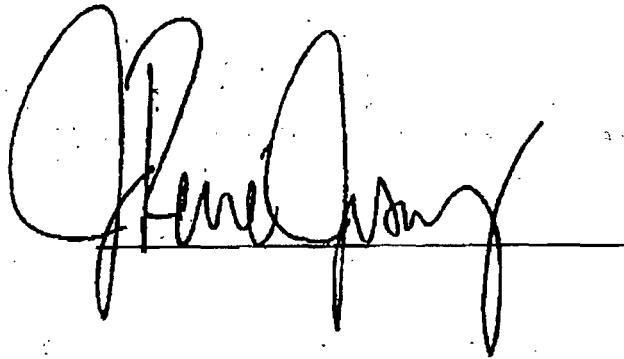


John Jay James, II
Paulling & James
112 Cashua Street
P. O. Box 507
Darlington, SC 29540
Telephone: 843-393-3881
Facsimile: 843-393-6089
Email pjlaw507@bellsouth.net

CERTIFICATE OF SERVICE

I hereby certify that this 9th day of August 2011, a copy of the Objections to Plaintiff's Subpoenas has been served upon other counsel of record, by mailing same, postage prepaid in the United States Mail, addressed to the following:

Benjamin R. Matthews, Esquire
Matthews & Megna, LLC
3400 West Avenue
Columbia, SC 29203

A handwritten signature in black ink, appearing to read "Benjamin R. Matthews", is written over a horizontal line. The signature is stylized and cursive.

STATE OF SOUTH CAROLINA)
)
COUNTY OF DARLINGTON)

IN THE COURT OF COMMON PLEAS
FOURTH JUDICIAL CIRCUIT

CASE NO.: 2010-CP-16-0332

Pee Dee Health Care, P.A.

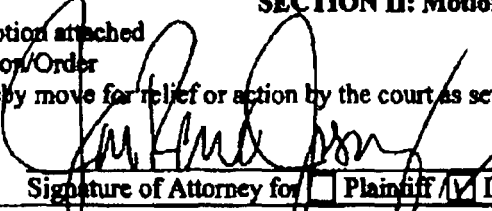
Plaintiff,)

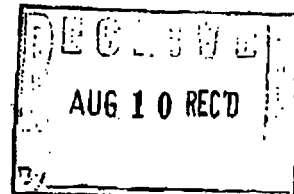
**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

vs.)

Estate of Hugh S. Thompson

Defendant.)

<u>name, S.C. Bar no. and address of plaintiff's attorney</u> Plaintiff's Attorney: Ben R. Matthews, Bar No. Address :3400 West Avenue, Columbia, SC 29203 Phone: Fax E-mail: Other:		<u>name, S.C. Bar no. and address of defendant's attorney</u> Defendant's Attorney: J. Rene Josey, Bar No. 03230 Address: Post Office Box 5478, Florence, SC 29502 Phone: (843) 662-9008 Fax (843) 667-0828 E-mail: rjosey@turnerpadget.com Other:	
<input type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) <input type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) <input checked="" type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)			
SECTION I: Hearing Information			
Nature of Motion: Motion for Protective Order Estimated Time Needed: 30 minutes Court Reporter Needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
SECTION II: Motion/Order Type			
<input type="checkbox"/> Written motion attached <input checked="" type="checkbox"/> Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.			
 Signature of Attorney for <input type="checkbox"/> Plaintiff / <input checked="" type="checkbox"/> Defendant		Date submitted <u>9/9/2011</u>	
SECTION III: Motion Fee			
<input checked="" type="checkbox"/> PAID - AMOUNT: \$25.00 <input type="checkbox"/> EXEMPT: (check reason) <input type="checkbox"/> Rule to Show Cause in Child or Spousal Support <input type="checkbox"/> Domestic Abuse or Abuse and Neglect <input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party <input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief <input type="checkbox"/> Motion for Stay in Bankruptcy <input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRPC) <input type="checkbox"/> Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ <input type="checkbox"/> Other: _____			
JUDGE'S SECTION			
<input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other:		JUDGE CODE _____ Date: _____	
CLERK'S VERIFICATION			
Collected by: _____ Date Filed: _____ <input type="checkbox"/> MOTION FEE COLLECTED: \$ _____ <input type="checkbox"/> CONTESTED - AMOUNT DUE: \$ _____			



FILED

Mattheys and Megna, LLC

Attorneys and Counselors at Law

3408 West Avenue
Darlington, SC 29533
CLERK OF COURT
PHONE: 803-799-1700
E-mail: tmegna@gmail.com

August 10, 2011

The Honorable J. Michael Baxley
531 East Carolina Avenue
Hartsville, SC 29550-4311
[Via email to JBaxleyLC@sccourts.org and first class mail]

Re: Estate of Hugh S. Thompson, Case No: 10-CP-16-0332

Dear Judge Baxley:

Please find enclosed the Plaintiff's response to the Defendant's Request for a Protective Order. We have ordered a copy of the transcript of the July 19th hearing in which you held your previous order my representation of the Plaintiff in abeyance pending your final rulings on the motions before the Court.

Considering the serious nature of the issues raised in the subpoenas, and the Plaintiff's filings and correspondence with the Court (as detailed with more specificity in Plaintiff's attached response), the continuing refusal by counsel for the Defendant to disqualify themselves in the case at bar, Turner Padgett's signing of a motion to substitute counsel in direct opposition to PDHC's directive not to do so in another matter in which they have been representing the interests of the Plaintiff for years, the inability of the Plaintiff to determine the extent of breaches of the attorney-client relationship by attorneys who have fiduciary relationships with PDHC without access to the subpoenaed information, and the disquieting emergence of evidence indicating a common scheme among several individuals (all who are opposing the subpoenas), including counsel for the Defendant in the case at bar, to cause harm to the Plaintiff, PDHC requests the Court schedule a hearing on the matters as soon as the July 19th transcript has been prepared and it is practicable for the Court to hear the matter.

With kind regards, I remain

Sincerely yours,


Tony E. Megna

The Honorable J. Michael Baxley
531 East Carolina Avenue
Hartsville, SC 29550-4311
August 8, 2011
Page 2 of 2

Cc:

Mr. Jay James
P.O. Box 507
Darlington, SC 29540
[Via email to
pjlaw507@bellsouth.net and
first class mail]

Mr. Renee Josey
Mr. Brandon Hylton
1831 W. Evans Street
Florence, SC 29501
[Via email to
RJosey@turnerpadget.com,
bhlton@turnerpadget.com
and first class mail]

The Honorable Scott B. Suggs
Clerk Of Court,
Darlington County
1 Public Square, Room B-4
Darlington, South Carolina 29532
[hand-delivered]

FILED

2011 AUG 11 PM 4:00

SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON
IN THE COURT OF COMMON PLEAS

Pee Dee Health Care, P.A.,

Plaintiff,

v.

10-CP-16-0332

Estate of Hugh S. Thompson,

Defendant.

**PLAINTIFF'S REPLY TO MOTION FOR PROTECTIVE ORDER, REQUEST TO
ENFORCE SUBPEONA AND FOR ATTORNEY'S FEES AND COSTS**

Response number 1

Counsel for the Defendant [Turner Padgett Graham and Laney] in the case at bar has admitted to simultaneously representing Pee Dee Health Care while zealously defending the claims of Pee Dee Health Care in the case at bar. To compound matters, Turner Padgett Graham and Laney has represented Pee Dee Health Care *for several years prior* to undertaking the representation of the Defendant in the case at bar.

Rule 407, Rule 1.7, SCACR, provides:

(a) Except as provided in paragraph (b), a lawyer *shall not represent a client* if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

(1) *the representation of one client will be directly adverse to another client*; (b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:

(1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;

(2) the representation is not prohibited by law;

(3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and

(4) each affected client gives informed consent, confirmed in writing.

Clearly that representation of the Defendant Turner Padgett Graham and Laney is directly adverse to the Pee Dee Health Care, and further, Pee Dee Health Care continues to consistently and strenuously object to the concurrent representation. Comment 6 to Rule 1.7 is plain and direct:

Loyalty to a current client prohibits undertaking representation directly adverse to that client without that client's informed consent. Thus, absent consent, a lawyer may not act as an advocate in one matter against a person the lawyer represents in some other matter, even when the matters are wholly unrelated. The client as to whom the representation is directly adverse is likely to feel betrayed, and the resulting damage to the client-lawyer relationship is likely to impair the lawyer's ability to represent the client effectively. In addition, the client on whose behalf the adverse representation is undertaken reasonably may fear that the lawyer will pursue that client's case less effectively out of deference to the other client, i.e., that the representation may be materially limited by the lawyer's interest in retaining the current client. Similarly, a directly adverse conflict may arise when a lawyer is required to cross-examine a client who appears as a witness in a lawsuit involving another client, as when the testimony will be damaging to the client who is represented in the lawsuit.

Further, the last sentence to comment 6 is not applicable to this case. This is not a situation where the last sentence provides any expectation for Turner Padgett to escape its absolute betrayal of trust and duty of loyalty owed to Pee Dee Health Care. The simultaneous representation of both Pee Dee Health Care and the Defendant is not simply economic in nature. As this Court knows, and all the pleadings recognize, the claims of Pee Dee Health Care against the Defendant include by are not limited to claims of fraud, breach of fiduciary duty, civil conspiracy, and similar causes of action intentionally or deliberately adverse in nature to the rights of Pee Dee Health Care.

In sum, Rule 407, Rule 1.7, SCACR, is couched in mandatory terms, i.e., Turner Padgett ***shall not represent a client*** if the representation involves a concurrent conflict of interest. In the 2005 preamble to the adoption of the rules, our Supreme Court stated:

Some of the Rules are imperatives; cast in the terms "shall" or "shall not." These define proper conduct for purposes of professional discipline.

Many, if not, most courts have consistently held that, at the minimum, the appropriate sanctions for violation of the Code include attorney disqualification, *see International Business Machs. Corp.*, 579 F.2d at 283; *Harte Biltmore Ltd. v. First Pennsylvania Bank*, 655 F.Supp. 419, 421 (S.D.Fla.1987); *Derrickson v. Derrickson*, 541 A.2d 149, 152 (D.C.1988), as well as a refund of attorney's fees to the injured client, *see Jeffrey v. Pounds*, 67 Cal.App.3d 6, 136 Cal.Rptr. 373, 377 (1977); *In re Hansen*, 586 P.2d at 417.

Response number 2

Initially, this Court ordered the undersigned disqualified based on the mere possibility that he may be a necessary witness in the case at bar. At the July 19, 2011 hearing, this Court stayed and held in abeyance its' former order. The mere possibility of a conflict of interest in the extremely limited context of being a possible witness, with no evidentiary support of such a matter provided by the Defendant, than the actual dual representation of both parties in the case

at bar *without the consent of the Plaintiff*¹ [see attached consent order signed by J. Brandon Hylton, Esquire of Turner Padgett Graham and Laney (Exhibit A), emails to Mr. Josey, Mr. James and Mt. Hylton dated Tuesday, July 26, 2011 (Exhibit B), and a letter to Mr. Hylton dated July 20, 2011 stating PDHC did not waive any conflicts of interest regarding Turner Padgett's representation of PDHC. See also my letter to you dated July 25, 2010 and copied to Mr. Hylton, Mr. Josey and Mr. James. Exhibit C). Mr. Hylton's actions were contrary to Rules 407, Rule 1.7, Rule 1.2, and Rule 1.4 [Rule 1.2 provides, in part, "...a lawyer shall abide by a client's decisions concerning the objectives of representation and, as required by Rule 1.4...], shall consult with the client as to the means by which they are to be pursued." Therefore, the Plaintiff requests this Court to enforce the strictures and expectations of Rules 1.7 and 1.2 to protect the inherent and legally protected interests of Pee Dee Health Care.

Response number 3

As noted on the attached time and billing sheets submitted by an attorney in a motion publicly filed in the SC Court of Appeals, [which was ultimately denied in a unanimous opinion filed by the Court of Appeals – Exhibit D), both Mr. Josey of Turner Padgett Graham and Laney, and Mr. James have had ongoing communications in regard to matters that are directly adverse to the interests of Pee Dee Health Care, P.A. (A copy of the time and billing statements filed with the SC Court of Appeals is attached hereto as Exhibit D.) The motion, which was ultimately and

¹ To compound matters further, as noted by Exhibit A, Turner Padgett Graham and Laney actually consented to withdrawal its' representation of Pee Dee Health Care while actually knowing Pee Dee Health Care opposed the unilateral action taken by Mr. Brad Hylton of Turner Padgett Graham and Laney, [See Rule 407, Rule 1.2] and failed to inform the tribunal of Pee Dee Health Care. An attorney who undertakes the conduct of an action impliedly stipulates to carry it to its termination and is not at liberty to abandon it without reasonable cause and reasonable notice. Cited in *Perkins v. Sykes*, 233 N.C. 147, 63 S.E. (2d) 133 (1951). *Graham v. Town of Loris*, 248 SE 2d 594 (1978). (An attorney who undertakes the representation of a client in a cause impliedly agrees to see it thorough to its termination and is not at liberty to abandon it). *Floyd v. Kosko*, 329 SE2d 459 (1985) Citing *Graham*, supra.

unanimously denied by the Court of Appeals (Exhibit E) includes the time and billing statements of the attorney filing the motion. The time and billing entries note numerous entries between and among parties with interests completely adverse to Pee Dee Health Care. More startling, the time and billing entries note numerous entries between and among attorneys [Turner Padgett Graham and Laney and Desa Ballard] who were involved in confidential attorney-client relationships with Plaintiff both prior to and following the dates of the time and billing entries. Copies of the emails (Exhibits F and G) that demonstrate Ms. Ballard's office actually agreed to represent Pee Dee Health Care in the 'Lake City' litigation that has been repeatedly referred to in the case at bar. "A person attains the status of a "client" when that person seeks legal advice by communicating in confidence with an attorney for the purpose of obtaining such advice. *In Re Colocotronis Tanker Securities Litigation*, 449 F. Supp. 828 (S.D.N.Y. 1978). The legal advice or assistance must be sought from the attorney with a view to employing him professionally, ***whether or not actual employment results.*** *People v. Canfield*, 117 Cal. Rptr. 81, 12 Cal. (3d) 699, 527 P. (2d) 633 (1974)." See *Marshall v. Marshall*, 320 SE2d 44 (COA 1984). Also see *In re: Broome*, 589 SE 2d 188 (SCSC 2003) citing *Marshall*, Id.

Clearly, Turner Padgett Graham and Laney and Mr. James by the nature of his affiliation with Mr. Josey's law firm's knowing violations of the Rules of Professional Responsibility are bound to act in accordance with the rules of professional responsibility [See Rule 407, rule 3.3 [Candor toward the tribunal], 3.4 [Fairness to Opposing Party and Counsel, 4.1, [Truthfulness in statements to others], 4.4 [Respect for Rights of Third Parties], rule 8.3 [Reporting Professional Misconduct] and 8.4 [Misconduct]. Their individual and collective failure to do so necessitates the denial of their request for a protective order, calls for an order of this Court to enforce the subpoena of this court, and provides clear basis for this Court to order the additional relief to Plaintiff as requested herein.

Response number 4

Even if Turner Padgett Graham and Laney were to be allowed to withdraw from representing the Plaintiff, without the consent of Plaintiff, Rule 407, Rule 1.9, SCACR, prohibits Turner Padgett Graham and Laney from continuing to represent the Defendant in the case at bar. If for no other reason, the involvement Mr. Josey with others who were involved directly in the 'Lake City' litigation is in and of itself sufficient reason for this court to invoke the provisions of Rule 1.9. Comment 3 to Rule 1.9 provides:

[3] Matters are "substantially related" for purposes of this Rule if they involve the same transaction or legal dispute or if there otherwise is a substantial risk that confidential factual information as would normally have been obtained in the prior representation would materially advance the client's position in the subsequent matter...

As evidenced by the time and billing entries [Exhibit D] presented to the Court of Appeals both Mr. James and Mr. Josey have had extensive and continuing communications with other parties who have had an attorney-client relationship with the Plaintiff regarding the "Lake City" litigation, and who have been acting with the apparent intent of harming the Plaintiff and the Plaintiff's agent, the undersigned. Communications between Josey, James, Jones, and others known to have interests adverse to the Plaintiff are unknown. The subpoena to these and other parties are necessary to determine the nature and extent of the communications, and the degree of the obvious coordinated effort to harm the Plaintiff. As noted, the evidence now before the Court indicates unequivocally that that both Mr. James and Mr. Josey *have been directly involved* in communications with others to injure the Plaintiff. PDHC very appropriately wants full disclosure of all these communications to understand the nature and extent of those communications, so to analyze, to evaluate, and to act on any degree of the conspiracy that has been occurring unknown to the Plaintiff. As our Supreme Court has held, "[c]ivil conspiracy is an act which is by its very nature covert and clandestine and usually not susceptible of proof by

direct evidence. . . ." *Id.* at 601, 358 S.E.2d at 153." *Gynecology Clinic v. Cloer*, 334 S.C. 555, 514 S.E.2d 592 (1999). The "essential consideration" in civil conspiracy "is not whether lawful or unlawful acts or means are employed to further the conspiracy, ***but whether the primary purpose or object of the combination is to injure the plaintiff.***" *Lee v. Chesterfield General Hosp., Inc.*, 289 S.C. 6, 13, 344 S.E.2d 379, 383 (Ct.App.1986). As noted above, the Plaintiff has attached copies of emails between the other undersigned and the office of another attorney that evidence the communications that occurred not only between others and counsel for the Defendant in the case at bar, but also other attorneys [Ballard (Exhibits F and G)] who were and remain in a fiduciary relationship with the Plaintiff.

As noted above, and once again, their individual and collective failure to do so necessitates the denial of their request for a protective order, calls for an order of this Court to enforce the subpoena of this court, and provides clear basis for this Court to order the additional relief to Plaintiff as requested herein.

Response number 5

PDHC is entitled to receive the information it requested in the subpoenas because significant questions regarding serious breaches of professional responsibility, and acts of civil conspiracy by Mr. Josey, Mr. James, and others are directly and actually addressed by the evidence before this court. Respectfully, the questions posed by Plaintiff must be addressed and answered if for no reason to preserve the integrity of the legal system itself as:

1. both Mr. James and Mr. Josey, regardless of the legality or the legality of their actions and communications with others actually proven to actually have interests adverse to Pee Dee Health Care or attorney-client relationships with Pee Dee Health Care. See. e.g., *Rycroft v. Gaddy*, 281 S.C. 119, 125, 314 S.E.2d 39, 44 (Ct. App. 1984)

(holding no ulterior purpose was shown where defendants' use of subpoena to obtain bank records was for the "entirely legitimate purpose of gathering evidence").

2. Pee Dee Health Care is legitimately gathering evidence as provided for by the SC Rules of civil Procedure,

3. the Plaintiff has made a prima facie showing of previous and on-going violations of the Rules of Professional Responsibility by both Mr. James and Mr. Josey, and

4. the Plaintiff has made a prima facie showing of a pattern of conduct that demonstrates a civil conspiracy against Pee Dee Health Care is on-going and involves multiple parties, including but not limited to Mr. James and Mr. Josey.

Response number 6

On the hearing held before this Court on July 19, 2011, this Court stayed and held its' previous order disqualifying the undersigned in this case because of the initial finding that the undersigned was a likely witness. Counsel for the Defendant specifically stated previously that the undersigned was not being accused of any wrongdoing whatsoever. Mr. James and Mr. Josey have now argued before this court, and apparently provided similar information to others, [see the attached objection of Celeste Jones – Exhibit H] that this Court did not in fact, hold its' order in abeyance and the undersigned cannot represent the Plaintiff. The Plaintiff subsequently issues subpoenas to the parties identified in the time and billing records attached hereto and filed as public documents with the SC Court of Appeals. The undersigned provided this Court with copies of the subpoenas by letter dated July 27, 2011. (emailed and hand-delivered to the court.)

Regardless of the assertions of Mr. James and Mr. Josey, the Court never placed any qualifications on the stay of its' previous order as Mr. James and Mr. Josey so contend. Nor did Mr. James and Mr. Josey object to the issuance of the subpoenas when they were served with the

same email and letter the Plaintiff sent to the Court on July 27, 2011. The failure of the Defendant to make any contemporaneous objection to the subpoena served upon them is a waiver of all objections to the continued representation of the undersigned on behalf of Plaintiff. Moreover, even if such a qualification could be possibly implied from the Court's order of abeyance, the undersigned requests, considering the nature of the serious continuing breaches of professional responsibility and ethical matters now at issue before this Court, [and the letters previously filed with this Court in regard to such matters], that this Court clarify that its' order of abeyance was not limited in scope to any particular issue. Otherwise, the Plaintiff is denied the assistance of its' choice of counsel in regard to the obvious breaches of ethical and professional responsibilities of Mr. James, Mr. Josey, Mr. Hylton, and others.

Response number 7

Our Supreme Court recently re-iterated that Rule 11 sanctions were appropriate in certain cases where bad faith is demonstrated:

Rule 11, SCRCP. A trial court may impose sanctions on a party, a party's attorney, or both for filing a pleading, motion, or other paper to cause delay or when no good grounds exist to support the filing. *See Runyon*, 322 S.C. at 19, 471 S.E.2d at 162. The sanctions may include: an order to pay the reasonable costs and attorneys' fees incurred by the party defending against the action brought in bad faith; a reasonable fine to be paid to the court; a reasonable monetary penalty to the party defending the action brought in bad faith; or a directive of a nonmonetary nature designed to deter the party or the party's attorney from bringing any future action in bad faith. *Id.*

Wieters v. Bon-Secours-St. Francis Hospital, et. al., ____ SC ____, ____ SE 2d ____ (SCSC Opinion No: 27016 Decided August 1, 2011).

As demonstrated by the attached exhibits and evidence now of record in the case at bar, Turner Padgett Graham and Laney has attempted to totally and completely abandon its' fiduciary duties to Pee Dee Health Care, as well as its' duties of loyalty to Pee Dee Health Care, in direct

and un-contradictable violations of the SC Rules of Professional Responsibility. In addition, public records [i.e., the time and billing statements filed in the SC Court of Appeals and other documents attached hereto] demonstrate unequivocally that:

- a. both Mr. James and Mr. Josey have had extensive communications [including but not limited to exchange of documents] with parties of known adverse interests to Plaintiff prior to and during the representation of Pee Dee Health Care by Turner Padgett Graham and Laney,
- b. both Mr. James and Mr. Josey have continued to zealously represent the interests of the Defendant *after having actual knowledge* of the significant and on-going conflicts of interests regarding Pee Dee Health Care,
- c. Mr. Josey and his law partners have taken adverse actions to Pee Dee Health Care *after being specifically notified they were not authorized to do so*, thus consciously and intentionally violating their ethical responsibilities to Pee Dee Health Care under Rule 407, Rules 1.7, Rule 1.2, and Rule 1.4,
- d. both Mr. James and Mr. Josey have continuously had been involved in activities [as indicated by the attached time and billing records filed with the SC Court of Appeals – Exhibit D] with others that are in direct conflict to the interests of Pee Dee Health Care, and
- e. both Mr. James and Mr. Josey continue to jointly file documents with this Court [such as the Motion for Protective Motion], which they have actual knowledge has no reasonable legal or factual support, with their primary purpose or object of the combination is to injure the plaintiff, which is the basic gravaman of the tort of civil conspiracy. See *Lee v. Chesterfield General Hosp., Inc.*, 289 S.C. 6, 13, 344 S.E.2d 379, 383 (Ct.App.1986).

In light of the foregoing, there are no reasonable basis to believe that the Motion for a Protective Order as filed by both Mr. James and Mr. Josey is or could be, in any reasonable view of the established facts of record, made in good faith. Our Supreme Court has held that the state rule "... may be violated with a filing that is so patently without merit that no reasonable attorney could have a good faith belief in its propriety." *Wieters, supra*. Under the specific facts at bar, neither Mr. James and Mr. Josey could or can have a reasonable belief their Motion for a Protective Order is reasonable, filed in good faith, nor filed for any reason other than for purposes of delay, and/or to harass, annoy and intimidate the Plaintiff into not going forward with the entirely legitimate inquiry of the merits of the issues raised by the detailed time and billing entries filed as a public document in the SC Court of Appeals pursuant to a motion that was ultimately and unanimously denied by the Court of Appeals.

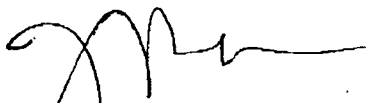
CONCLUSION

For the foregoing reasons, and for any and all additional reasons the Plaintiff may submit prior to or at the hearing on these matters, the Plaintiff requests:

- a. that the Motion for Protective Order filed by Mr. James and Mr. Josey be denied,
- b. that this Court disqualify both Mr. James and Mr. Josey from representing the Defendant in this action, that this Court strike all pleadings and documents filed by Mr. James and Mr. Josey in the case at bar,
- c. that this Court find both by Mr. James and Mr. Josey to be in contempt of the subpoenas directed to them to produce documents as requested by Plaintiff,
- d. that this Court find that both by Mr. James and Mr. Josey violated both the spirit and

- intent of rule, SCRCP as well as the Rules of Professional Responsibility as noted herein,
- e. that this Court assess sanctions against Mr. Brad Hylton for his knowing and deliberate participation in the matters stated herein as well as his willful abandonment of the Plaintiff against the explicit directives of the Plaintiff,
 - f. that this Court assess sanctions against both Mr. James and Mr. Josey for the intentional, willful and/or deliberate acts and omissions as stated hereinabove, and
 - g. that the Court allow assess sanctions against Mr. James, Mr. Josey, Mr. Hylton and their respective law firms to reimburse Plaintiff the expenses and costs it has incurred in these matters, including but not limited to the payment of a reasonable attorney's fee to Plaintiff, lost income, lost productivity.

Respectfully submitted,



Tony R. Megna
Attorney-at-Law
3400 West Avenue
Columbia, SC 29203
803.799.1700

August 10, 2011.

Matthews and Megna, LLC

Attorneys and Counselors at Law

3400 West Avenue

Columbia, SC 29203

TELEPHONE: 803-799-1700

E-mail: tmegna@gmail.com

August 11, 2011

The Honorable J. Michael Baxley

531 East Carolina Avenue

Hartsville, SC 29550-4311

[Via email to JBaxleyLC@sccourts.org and first class mail]

Re: Estate of Hugh S. Thompson, Case No: 10-CP-16-0332

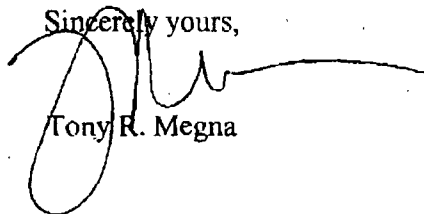
Dear Judge Baxley:

Please find enclosed the Plaintiff's response to the Defendant's Request for a Protective Order. We have ordered a copy of the transcript of the July 19th hearing in which you held your previous order my representation of the Plaintiff in abeyance pending your final rulings on the motions before the Court.

Considering the serious nature of the issues raised in the subpoenas, and the Plaintiff's filings and correspondence with the Court (as detailed with more specificity in Plaintiff's attached response), the continuing refusal by counsel for the Defendant to disqualify themselves in the case at bar, Turner Padgett's signing of a motion to substitute counsel in direct opposition to PDHC's directive not to do so in another matter in which they have been representing the interests of the Plaintiff for years, the inability of the Plaintiff to determine the extent of breaches of the attorney-client relationship by attorneys who have fiduciary relationships with PDHC without access to the subpoenaed information, and the disquieting emergence of evidence indicating a common scheme among several individuals (all who are opposing the subpoenas), including counsel for the Defendant in the case at bar, to cause harm to the Plaintiff, PDHC requests the Court schedule a hearing on the matters as soon as the July 19th transcript has been prepared and it is practicable for the Court to hear the matter.

With kind regards, I remain

Sincerely yours,



Tony R. Megna

The Honorable J. Michael Baxley
531 East Carolina Avenue
Hartsville, SC 29550-4311
August 8, 2011
Page 2 of 2

Cc:

Mr. Jay James
P.O. Box 507
Darlington, SC 29540
[Via email to
pjlaw507@bellsouth.net and
first class mail]

Mr. Renee Josey
Mr. Brandon Hylton
1831 W. Evans Street
Florence, SC 29501
[Via email to
RJosey@turnerpadget.com,
bhlton@turnerpadget.com
and first class mail]

The Honorable Scott B. Suggs
Clerk Of Court,
Darlington County
1 Public Square, Room B-4
Darlington, South Carolina 29532
[hand-delivered]

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON
IN THE COURT OF COMMON PLEAS

Pee Dee Health Care, P.A.,

Plaintiff,

v.

Estate of Hugh S. Thompson,

Defendant.

CERTIFICATE OF SERVICE

10-CP-16-0332

The undersigned hereby certifies, on the date indicated below, copies of the following documents in the above-captioned matter were served upon the following:

Plaintiff's REPLY TO DEFENDANT'S MOTION FOR A PROTECTIVE ORDER

The Honorable J. Michael Baxley
531 East Carolina Avenue
Hartsville, SC 29550-4311
[By United States Mail, first class, postage
prepaid.]

John Jay James, Esquire
PO Box 507
Darlington, SC 29540
[By United States Mail, first class, postage
prepaid.]

Renee Josey
1851 W. Evans Street, 4th Floor
Florence, SC 29501
[By United States Mail, first class, postage
prepaid.]

Mark Matthews

11
August 10, 2011.

^A
FILED

2011 AUG 11 PM 4:00

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO: 0504802

SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

Tanya S. Langston,
Employee,
Claimant,
vs.
Pee Dee Health Care, P.A.,
Employer,
AND
Companion Property & Casualty Group,
Carrier,
Defendants.

**CONSENT ORDER FOR
SUBSTITUTION OF COUNSEL**

The undersigned hereby consents to substitute Anne V. Noonan, Esquire, Willson Jones Carter & Baxley, P.A., as counsel for the Defendants Pee Dee Health Care, P.A. and Companion Property & Casualty Group in the above-referenced matter. J. Brandon Hylton is to be relieved as counsel. The substitution of counsel will neither prejudice the parties nor cause undue delay in the disposition of this matter.

IT IS THEREFORE ORDERED that Anne V. Noonan, Esquire, Willson Jones Carter & Baxley, P.A., be substituted for and as counsel for Defendants Pee Dee Health Care, P.A. and Companion Property & Casualty Group in the above matter. J. Brandon Hylton has no further obligation to represent the Defendants herein.

IT IS SO ORDERED.

[Signature page follows]

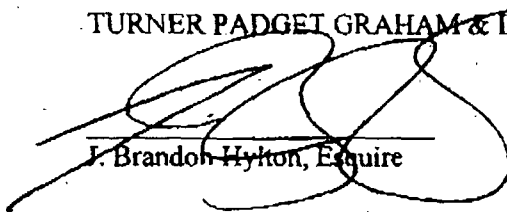
SOUTH CAROLINA WORKERS'
COMPENSATION COMMISSION

BY: _____
Commissioner

August _____, 2011
Columbia, South Carolina


WE CONSENT:

TURNER PADGET GRAHAM & LANEY, PA



J. Brandon Hyton, Esquire

WILLSON JONES CARTER & BAXLEY, P.A.



Anne V. Noonan, Esquire

TPGL 3952324v1

B-1

FILED

2011 AUG 11 PM 4:00

SCOTT A. SUGGS
CLERK OF COURT/R.O.D.
PEE DEE HEALTH CARE, P.A.
3400 WEST AVENUE DARLINGTON COUNTY, S.C.
COLUMBIA, SOUTH CAROLINA 29203
803.254.3676

July 20, 2011

COPI

Renee Josey
Turner Padgett Graham and Laney, P.A.
PO Box 5478
Florence, SC 29502
Sent via email to "Josey, J. Rene" <R.Josey@turnerpadgett.com>

Re: Representation of Pee Dee Health Care, P.A. by Turner Padgett Graham and Laney, P.A. in conflicting matters

Dear Renee:

I have verified that your law firm represents the interests of Pee Dee Health Care, P.A. in the following matter:

Tanya S. Langston
Employer: Pee Dee Health Care, P.A.
Claim No: 5000892
WCC File: 0320562
Your file no: 00576.00798

The statements and representations to the contrary made by you and Jay yesterday to Judge Baxley during oral arguments were inaccurate. To reiterate, Pee Dee Health Care, P.A. has not waived and does not waive the conflict of interest. I request you and Jay resolve the matter immediately so that the legal and financial interests of Pee Dee Health Care, P.A. in both matters are absolutely protected.

With kind regards, I remain

Sincerely yours,

s/Tony R. Megna

Cc: Jay James via email to "pjlaw507" <pjlaw507@bellsouth.net>

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM THE COURT OF COMMON PLEAS
COUNTY OF DARLINGTON

CASE NO: 2010-CP-16-0332
The Honorable J. Michael Baxley, Jr.

PEE DEE HEALTH CARE, P.A.,

APPELLANT,

v.

HUGH S. THOMPSON, III, LOUISE T.
DAILEY AS PERSONAL
REPRESENTATIVES OF THE ESTATE
OF HUGH S. THOMPSON,

RESPONDENT.

SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

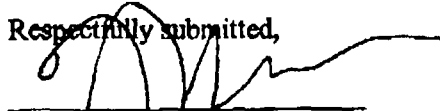
2011 OCT 13 AM 9:52

FILED

NOTICE OF APPEAL

The Appellant, Pee Dee Health Care, P.A. hereby appeals the order of the Honorable J. Michael Baxley dated August 12, 2011, the signed copy by the Court being received by Appellant on August 15, 2011, a copy being attached hereto. A copy of the underlying order dated April 15, 2011, [filed April 19, 2011, and received by Appellant on Thursday, April 21, 2011] as well as a copy of the Rule 59(e) Motion to Reconsider filed Monday, May 2, 2011 are attached hereto.

Respectfully submitted,


Tony R. Megna, Esquire
Attorney for Appellant
3400 West Avenue
Columbia, South Carolina 29203
803.254.3676
Attorneys for Appellant

August 15, 2011.

RECEIVED

AUG 24 2011

SC Court of Appeals

Attorneys for Respondent:

**Jay James
PO Box 507
Darlington, SC 29540**

**Renee Josey
319 S. Irby Street
Florence, SC 29501**

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM THE COURT OF COMMON PLEAS
COUNTY OF DARLINGTON

CASE NO: 2010-CP-16-0332

PEE DEE HEALTH CARE, P.A.,

APPELLANT,

v.

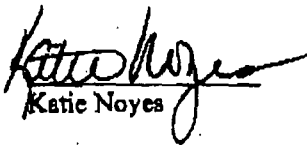
HUGH S. THOMPSON, III, LOUISE T.
DAILEY AS PERSONAL
REPRESENTATIVES OF THE ESTATE
OF HUGH S. THOMPSON,

RESPONDENT.

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing Notice of Appeal was served on counsel for Defendant on the 15th day of August, 2011.

- a. Jay James, PO Box 507, Darlington, SC 29540 and by email to pjlaw507@bellsouth.net, and
- b. Renee Josey, 319 S. Irby Street, Florence, SC 29501 and by email to RJosey@turnerpadget.com.


Katie Noyes

RECEIVED

AUG 24 2011

SC Court of Appeals

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON
IN THE COURT OF COMMON PLEAS

FILED
2011 OCT 13 AM 9:52
SCOTT B. SUGGS
CLERK OF COURT, R.O.D.
DARLINGTON COUNTY, S.C.

Pee Dee Health Care, P.A.,

Plaintiff,

v.

Estate of Hugh S. Thompson,

Defendant.

10-CP-16-0332

FILED
2011 MAY -2 AM 11:12
SCOTT B. SUGGS
CLERK OF COURT, R.O.D.
DARLINGTON COUNTY, S.C.

PLAINTIFF'S MOTION TO RECONSIDER

Pursuant to Rule 59(e), SCRPC, the Plaintiff, Pee Dee Health Care, P.A. (PDHC), respectfully requests this to Court to reconsider its order [dated April 15, 2011, filed April 19, 2011, and received by mail by Plaintiff on April 21, 2011] disqualifying the undersigned from representing Plaintiff on the following grounds:

1. The Plaintiff incorporates herein its response to the Defendant's Motion to Disqualify previously filed with this Court.
2. As indicated by the attached affidavit of Mark Matthews, the document [Exhibit HH] that this Court primarily relied upon to disqualify the undersigned was obtained during the course of discovery in this case between the parties.¹ The document in Plaintiff's files is attached to his affidavit. The Court's reliance on Exhibit HH to Disqualify the undersigned is an error.
3. The Court overlooked the Plaintiff's request that the Court should recuse itself from hearing matters concerning the Plaintiff and the undersigned due to the litigation now pending in Florence County where this Court often sits by designation.
4. The Court overlooked that the Medicare 855 attached to the Defendant's Motion to

TRUE CERTIFIED COPY.
Scott B. Suggs
CLERK OF COURT, R.O.D.
DARLINGTON COUNTY, S.C.

¹ The document was either provided by the Defendant or was a documents obtained by subpoena or requests under the FOIA.

Disqualify the undersigned has no bearing whatsoever on the case at bar and only indicates that the undersigned was an interested party in Mid-Carolina Hospital Group [MCHG].

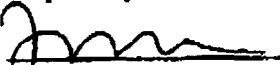
5. The Court further overlooked that the 'Medicare 855 document' it relied upon was not created until eight years after the deceased left the employ of Plaintiff.

6. The Court overlooked the fact that the actual, plain wording of Rule 3.7, SCACR, 401 [and all the case law interpreting the plain wording of Rule 3.7] states that disqualification, if appropriate in the first instance, which the Plaintiff denies, is limited to disqualification at trial as opposed to total disqualification as this Court so provided. Respectfully, disregarding the plain wording of Rule 3.7 sets a troubling precedent for litigants, attorneys and this Court. As noted in the attached affidavits of Josiah Matthews, M.D., Alexander H. Cohen, M.D., James D McInnis, M.D., Mark Matthews and Katie Noyes, there is no reasonable basis for this court to expect or to anticipate that the undersigned will be a fact witness at all, much less a necessary fact witness as required by Rule 3.7 for disqualification.

7. The Court made conclusions of fact that are incorrect in regard to the nature of the undersigned's relationship with the Plaintiff as well as Dr. Thompson as more fully set forth in the affidavits attached hereto.

8. The Plaintiff respectfully requests this Court to withdraw its order disqualifying the undersigned from representing Plaintiff, and to provide the Plaintiff the relief previously requested.

Respectfully submitted,



Tony R. Megna
Attorney-at-Law
3400 West Avenue
Columbia, SC 29203
803.799.1700

2011 MAY -2 AM 11:12
SCOTT R. SURGES
CLERK OF COURT, D.D.
DARLINGTON COUNTY, S.C.

FILED

May 2, 2011.

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON
IN THE COURT OF COMMON PLEAS

Pee Dee Health Care, P.A.,

Plaintiff,

v.

Estate of Hugh S. Thompson,

Defendant.

CERTIFICATE OF SERVICE

10-CP-16-0332

The undersigned hereby certifies, on the date indicated below, copies of the following documents in the above-captioned matter were served upon the following:

Plaintiff's Motion to Reconsider

The Honorable J. Michael Baxley
531 East Carolina Avenue
Hartsville, SC 29550-4311
[By United States Mail, first class, postage
prepaid.]

John Jay James, Esquire
PO Box 507
Darlington, SC 29540
[By United States Mail, first class, postage
prepaid.]

Renee Josey
1851 W. Evans Street, 4th Floor
Florence, SC 29501
[By United States Mail, first class, postage
prepaid.]


Mark Matthews

May 2, 2011.

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON
IN THE COURT OF COMMON PLEAS

Pee Dee Health Care, P.A.,

Plaintiff,

v.

Estate of Hugh S. Thompson,

Defendant.

AFFIDAVIT

10-CP-16-0332

2011 MAY -2 AM 11:13
FILED
SCOTT B. SUGGS
CLERK OF COURT/RMC
DARLINGTON COUNTY, S.C.

NOW COMES Alexander H. Cohen, M.D. who first being duly sworn, deposes and says:

1. I am a physician and Vice-President of Pee Dee Health Care, PA, and have been so since 1995.
2. I have an interest in the outcome of the lawsuit against the estate of Dr. Thompson.
3. I was an owner and shareholder of Pee Dee Health Care at the time Dr. Thompson was hired as a physician at Pee Dee Health Care in 1998. The initial conversations with Dr. Thompson occurred with the President of Pee Dee Health Care, PA at the time, Dr. James McInnis and Dr. Josiah Matthews. While Tony and I agreed to the arrangement, neither he nor I was involved in those discussions with Dr. Thompson. Nor did Tony supervise Dr. Thompson. That task was assigned to Drs. McInnis with the permission of the SC Board of Medical Examiners. Dr. Matthews assisted Dr. McInnis.
4. I knew Dr. Thompson for in excess of fifteen years. In the entire time I knew Dr. Thompson, he never told me he had been disbarred by Medicare. I saw Dr. Thompson several times per week, and often several times per day as we often worked on the same hall. I was completely surprised when we were informed by Medicare that Dr. Thompson was not a Medicare provider during the time he worked for Pee Dee Health Care. It was particularly difficult to understand as Dr. Thompson was specifically hired to treat all patients and he and I regularly spoke about referrals, including referrals of Medicare patients, he requested I make to him.
5. Tony Megna has been our General Counsel since 1995. It would cause substantial hardship and prejudice to me, Pee Dee Health Care and others to obtain additional counsel to represent it in the matters currently before this Court. Not only would it be prohibitively expensive, it would take another attorney a significant amount of time and effort to familiarize him or her with these matters and would cause delay for no justifiable reason.
6. I do not agree to waive any attorney-client privilege I have with Tony in his capacity as an attorney advising me in regard to legal matters, individually, or in his capacity

TRUE CERTIFIED COPY!
Suggs
CLERK OF COURT/RMC
DARLINGTON COUNTY, S.C.

advising me as to legal matters in my capacity as an officer and owner of Pee Dee Health Care. I consider all conversations in which we discussed matters relating to Dr. Thompson to be matters I discussed with Tony as an attorney, and not as CEO of Pee Dee Health Care. We have always made the effort to keep matters regarding the employment of physicians as a matter decided and determined by the physician officers of Pee Dee Health Care. We have done so in order that Tony could handle the legal matters regarding such transactions in his capacity as an attorney, and so that our conversations with him in such a capacity were and would remain confidential. Over the years, we have made considerable efforts to insure all such matters were discussed in private without the presence of third parties to maintain the sanctity of the attorney-client relationship. We have taken the same approach in our practice in regard to the physician-patient privilege of confidentiality.

7. I respectfully request this Court to honor the sanctity and confidentiality of the attorney-client relationship between Tony Megna and Pee Dee Health Care as well to honor the sanctity and confidentiality of the attorney-client relationship of Mr. Megna and myself now and in the future. We have spent the last fifteen years carefully cultivating a culture and relationships that separate business matters from legal matters and I have no desire to waive any confidential relationships I have under the law in any capacity, and I specifically do not waive any privilege, whether attorney-client or physician-patient or any other privilege, however defined, in regard to any communication of any type or relationship of any type I have now with Mr. Megna or have ever had with Mr. Megna.

FURTHER THE AFFIANT SAYETH NOT.


Alexander H. Cohen, M.D.

SWORN TO BEFORE ME this

7 day of May 2011.
 (L.S.)
Notary Public for South Carolina

My Commission Expires: My Commission Expires
August 10, 2017

2011 MAY -2 AM 11:13
SCOTT B. SURGES
CLERK OF COURT/REG.
DARLINGTON COUNTY, S.C.

FILED

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON
IN THE COURT OF COMMON PLEAS

Pee Dee Health Care, P.A.,

Plaintiff,

v.

Estate of Hugh S. Thompson,

Defendant.

AFFIDAVIT

10-CP-16-0332

SCOTT B. SUESS
CLERK OF COURT/R.M.C.
DARLINGTON COUNTY, S.C.

2011 MAY -2 AM 11:13

FILED

NOW COMES Josiah S. Matthews, M.D. who first being duly sworn, deposes and says:

1. I am a physician and Vice-President of Pee Dee Health Care, PA, and was the founding physician of Pee Dee Health Care in 1975.
2. I have an interest in the outcome of the lawsuit against the estate of Dr. Thompson.
3. I had the initial conversations that led to Pee Dee Health Care hiring Dr. Thompson in 1998. After the initial conversations, the President of Pee Dee Health Care, PA at the time Dr. James McInnis and I, had conversations with Dr. Thompson, and we hired Dr. Thompson. While Tony agreed to the arrangement, he was not involved in any of the discussions with Dr. Thompson. Nor did Tony supervise Dr. Thompson. Dr. McInnis did so with the permission of the SC Board of Medical examiners. I assisted Dr. McInnis.
4. I knew Dr. Thompson for in excess of thirty years. In the entire time I knew Dr. Thompson, he never told me he had been disbarred by Medicare. I was completely surprised when we were informed by Medicare that Dr. Thompson was not a Medicare provider during the time he worked for Pee Dee Health Care. It was particularly difficult to understand as Dr. Thompson was specifically hired to treat all patients and we regularly spoke about referral, including referrals of Medicare patients.
5. Tony Megna has been our General Counsel since 1995. It would cause substantial hardship and prejudice to me, Pee Dee Health Care and others to obtain additional counsel to represent it in the matters currently before this Court. Not only would it likely be prohibitively expensive, it would take another attorney a significant amount of time and effort to familiarize him or her with these matters and would cause delay for no justifiable reason.
6. I do not agree to waive any attorney-client privilege I have with Tony in his capacity as an attorney advising me in regard to legal matters, individually, or in his capacity advising me as to legal matters in my capacity as an officer and owner of Pee Dee Health Care. I consider all conversations in which we discussed matters relating to Dr.

THIS CERTIFIED COPY,
J. S. Matthews
CLERK OF COURT/R.M.C.
DARLINGTON COUNTY, S.C.

Thompson to be matters I discussed with Tony as an attorney, and not as CEO of Pee Dee Health Care. We have always made the effort to keep matters regarding the employment of physicians as a matter decided and determined by the physician officers of Pee Dee Health Care. We have done so in order that Tony could handle the legal matters regarding such transactions in his capacity as an attorney, and so that our conversations with him in such a capacity were and would remain confidential. Over the years, we have made considerable efforts to insure all such matters were discussed in private without the presence of third parties to maintain the sanctity of the attorney-client relationship. We have taken the same approach in our practice in regard to the physician-patient privilege of confidentiality.

7. I respectfully request this Court to honor the sanctity and confidentiality of the attorney-client relationship between Tony Megna and Pee Dee Health Care as well to honor the sanctity and confidentiality of the attorney-client relationship as Mr. Megna and myself now and in the future. We have spent the last fifteen years carefully cultivating a culture and relationships that separate business matters from legal matters and I have no desire to waive any confidential relationships I have under the law in any capacity, and I specifically do not waive any privilege, whether attorney-client or physician-patient or any other privilege, however defined, in regard to any communication of any type or relationship of any type I have now with Mr. Megna or have ever had with Mr. Megna.

FURTHER THE AFFIANT SAYETH NOT.


Jofiah S. Matthews, M.D.

SWORN TO BEFORE ME this
21 day of May, 2011.
 (L.S.)
Notary Public for South Carolina

My Commission Expires: ~~My Commission Expires~~
August 10, 2017

2011 MAY -2 AM 11:13
SCOTT R. SUGGS
CLERK OF COURT/D.D.
DARLINGTON COUNTY, S.C.

FILED

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON
IN THE COURT OF COMMON PLEAS

Pee Dee Health Care, P.A.,

Plaintiff,

v.

Estate of Hugh S. Thompson,

Defendant.

AFFIDAVIT

10-CP-16-0332

2011 MAY -2 AM 11:13
SCOTT B. SUGGS
CLERK OF COURT/RMC
DARLINGTON COUNTY, S.C.

FILED

NOW COMES Warren Mark Matthews, Sr, Deponent, who first being duly sworn, deposes and says:

1. I am an employee of Pee Dee Health Care, P.A, and was so employed during the time Dr. Hugh Thompson practiced at Pee Dee Health Care, PA.
2. I have assisted in organizing the documents and exhibits for this case, and have had possession of the documents in this case for the past several months.
3. Exhibit HH is not the original document from the files of Plaintiff. The documents provided during discovery were not separated in such a manner that allows me to know with certainty where it originated. I do not know if it was provided by the Defendant or as a result of the subpoenas to First Choice, the SC Board of Medical Examiners, Medicare, the US Department of Justice, or elsewhere. I do know however that I had never seen the document in any file maintained by our offices that we had reviewed prior to this case.
4. The files of the Plaintiff contain the letter attached hereto as Exhibit A, same letter as Exhibit HH except that Exhibit A does not have any notation at the bottom of the page.
5. I have searched all the files and records of Plaintiff, and Exhibit HH is not in these files. I have also asked others in our offices to search for this document. No one in our office has seen the document nor has any file that contains the documents HH.
6. In regard to the Medicare 855 attached to the Defendant's Motion to Disqualify, I had an opportunity to review this document during the hearing before this Court. The document only evidenced that the 855 was being filed to initiate a change of ownership to Lake City Community Hospital. It was signed by Pete Bowman as President of Lake City Community Hospital. As the Court knows, these matters are now in litigation in Florence County Court of Common Pleas, and known generally as the 'Lake City' litigation. The '855' document has nothing to do with the case at bar as Dr. Thompson left the employ

TRUE CERTIFIED COPY,
Scott B. Suggs
CLERK OF COURT/RMC
DARLINGTON COUNTY, S.C.

of PDHC seven years prior to the 'Lake City' events. It was signed by Mr. Megna as a representative of Mid-Carolina Hospital Group [MCHG].

7. At no time did Dr. Thompson inform me that he was barred from the Medicare program or he could not provide billable services to Medicare patients.
8. Tony Megna has been General Counsel to Pee Dee Health Care since 1995. It would cause substantial hardship and prejudice to Pee Dee Health Care and others to obtain additional counsel to represent it in the matters currently before this Court. Not only would it likely be prohibitively expensive, it would take another attorney a significant amount of time and effort to familiarize him or her with these matters and would cause delay for no justifiable reason. I cannot imagine this occurring without considerable harm and expense to PDHC, which I respectfully submit is simply unfair and inappropriate.
9. I do not agree to waive any attorney-client privilege I have with Tony in his capacity as an attorney advising me in regard to legal matters, individually, or in his capacity advising me as to legal matters in my capacity as an officer of Pee Dee Health Care. I consider all conversations in which we discussed matters relating to Dr. Thompson to be matters I discussed with Tony as an attorney, and not as CEO of Pee Dee Health Care. We have always made the effort to keep matters regarding the employment of physicians as a matter decided and determined by the physician officers of Pee Dee Health Care. We have done so in order that Tony could handle the legal matters regarding such transactions in his capacity as an attorney, and so that our conversations with him in such a capacity were and would remain confidential. Over the years, we have made considerable efforts to insure all such matters were discussed in private without the presence of third parties to maintain the sanctity of the attorney-client relationship. We have taken the same approach in our practice in regard to the physician-patient privilege of confidentiality.
10. I respectfully request this Court to honor the sanctity and confidentiality of the attorney-client relationship between Tony Megna and Pee Dee Health Care as well to honor the sanctity and confidentiality of the attorney-client relationship as Mr. Megna and myself now and in the future. We have spent the last fifteen years carefully cultivating a culture and relationships that separate business matters from legal matters and I have no desire to waive any confidential relationships I have under the law in any capacity, and I specifically do not waive any privilege, whether attorney-client or physician-patient or any other privilege, however defined, in regard to any communication of any type or relationship of any type I have now with Mr. Megna or have ever had with Mr. Megna.

FURTHER THE AFFIANT SAYETH NOT.

Warren Mark Matthews, Sr.
Warren Mark Matthews, Sr.

SWORN TO BEFORE ME this

7 day of May, 2011.

Stanley P. Anderson (L.S.)
Notary Public for South Carolina

My Commission Expires: my Commission Expires
August 10, 2017

FILED
2011 MAY -2 PM 11:13
SCOTT B. SUGGS
CLERK OF COURT, C.O.D.
DARLINGTON COUNTY, S.C.

Ex: A

Dear Tony,

I have been awfully rushed since I got back from Columbia (late last night). Sorry I haven't found all the documents you need. I will get the rest of them together as soon as possible, and if necessary, bring them up to you in Columbia. You will find two "private agreements" with the Board: the earlier dated one (which has probably been superseded by the one executed this year) was the result of the settlement in Federal Court I referred to. I've got literally a box full of documents concerning the arduous struggle with the Board. Any of them I can make available to you if you need them. I think the current "private agreement" is the index document now. I'm sure I'll be talking to you again soon, and I'll try to locate everything before I do.

Thanks,

Hugh Thompson

SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

2011 MAY -2 AM 11:13

FILED

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON
IN THE COURT OF COMMON PLEAS

Pee Dee Health Care, P.A.,

Plaintiff,

v.

Estate of Hugh S. Thompson,

Defendant.

AFFIDAVIT

10-CP-16-0332

SCOTT B. SUGGS
CLERK OF COURTS
DARLINGTON COUNTY, S.C.

2011 MAY -2 AM 11:12

FILED

NOW COMES James D. McInnis, MD, Deponent, who first being duly sworn, deposes and says:

1. I am an employee of Pee Dee Health Care, Pa, and was so employed during the time Dr. Hugh Thompson practiced at Pee Dee Health Care, PA. At the time, I was also the President of Pee Dee Health Care, P.A.
2. During Dr. Thompson's employment with PDHC, I referred patients to him for pain management services. These patients had many different insurance plans including Medicare.
3. At no time did Dr. Thompson ask me to stop referring Medicare patients to him. In addition he never informed me that he was barred from seeing Medicare patients.
4. Prior to Dr. Thompson being employed at Pee Dee Health Care, I had extensive conversations with Dr. Thompson about his past troubles with the state Board of Medical Examiners. During these conversations, and during his employ at Pee Dee Health Care, he never mentioned or suggested that he had any ongoing issues with any insurance program or that he could not provide medical services to whomever he chose. I had known Dr. Thompson many years prior to his employment at Pee Dee Health Care, and had no reason not to believe the statements he was making. Nor did I have any reason to question his judgment, his honesty, or his ability to treat medically patients referred to him.
5. After the initial conversations, we hired Dr. Thompson. While Tony agreed to the arrangement, he was not involved in the discussions with Dr. Thompson. Those were conducted by Dr. Matthews and me. Nor did Tony supervise Dr. Thompson. I mainly managed those matters with the permission of the SC Board of Medical Examiners and the assistance of Dr. Matthews.
6. At his request, I accompanied Dr. Thompson to the offices of the state Board of Medical examiners in order to appear before the Board with Dr. Thompson. That he could not appear at Pee Dee Health, P.A. We spent several hours together that day and discussed the matters that led to his having to appear before the Board in order to be able to practice at Pee Dee Health, P.A.

TRUE CERTIFIED COPY!
SCOTT B. SUGGS
CLERK OF COURTS/F.M.C.
DARLINGTON COUNTY, S.C.

medicine in the offices of Pee Dee Health Care approved. At no time did Dr. Thompson ever inform me that he was barred from the Medicare program or he could not provide billable services to Medicare patients. Nor did I ever hear Dr. Thompson have any conversation with anyone to the effect that he was unable to provide medical services to patients with Medicare. Moreover, during our meeting at the medical board, Dr. Thomson very specifically informed me that he was able and willing to see and treat any patient, regardless of insurance coverage.

7. I never heard Dr. Thompson, at any time, object to the billing of the medical services he performed on any patient.
8. Tony Megna has been General Counsel to Pee Dee Health Care since 1995. It would cause substantial hardship and prejudice to me, Pee Dee Health Care and others to obtain additional counsel to represent it in the matters currently before this Court. Not only would it likely be prohibitively expensive, it would take another attorney a significant amount of time and effort to familiarize him or her with these matters and would cause delay for no justifiable reason.
9. I do not agree to waive any attorney-client privilege I have with Tony in his capacity as an attorney advising me in regard to legal matters, individually, or in his capacity advising me as to legal matters in my capacity as an officer and owner of Pee Dee Health Care. I consider all conversations in which we discussed matters relating to Dr. Thompson to be matters I discussed with Tony as an attorney, and not as CEO of Pee Dee Health Care. We have always made the effort to keep matters regarding the employment of physicians as a matter decided and determined by the physician officers of Pee Dee Health Care. We have done so in order that Tony could handle the legal matters regarding such transactions in his capacity as an attorney, and so that our conversations with him in such a capacity were and would remain confidential. Over the years, we have made considerable efforts to insure all such matters were discussed in private without the presence of third parties to maintain the sanctity of the attorney-client relationship. We have taken the same approach in our practice in regard to the physician-patient privilege of confidentiality.
10. I respectfully request this Court to honor the sanctity and confidentiality of the attorney-client relationship between Tony Megna and Pee Dee Health Care as well to honor the sanctity and confidentiality of the attorney-client relationship as Mr. Megna and myself now and in the future. We have spent the last fifteen years carefully cultivating a culture and relationships that separate business matters from legal matters and I have no desire to waive any confidential relationships I have under the law in any capacity, and I specifically do not waive any privilege, whether attorney-client or physician-patient or any other privilege, however defined, in regard to any communication of any type or relationship of any type I have now with Mr. Megna or have ever had with Mr. Megna.

FURTHER THE AFFIANT SAYETH NOT.


James D. McBria, MD

SWORN TO BEFORE ME this

FILED
MAY - 2 11:12
CLERK OF COURT
SOUTH CAROLINA

2nd day of May, 2011.
Michael Costas (L.S.)
Notary Public for South Carolina
My Commission Expires: ~~My Commission Expires~~
August 10, 2017

FILED

2011 MAY -2 AM 11:12

SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON
IN THE COURT OF COMMON PLEAS

Pee Dee Health Care, P.A.,

Plaintiff,

v.

Estate of Hugh S. Thompson,

Defendant.

AFFIDAVIT

10-CP-16-0332

SCOTT B. SUGGS
CLERK OF COURT/RMC
DARLINGTON COUNTY, S.C.

2011 MAY -2 AM 11:12

FILED

NOW COMES Katherine Noyes, Deponent, who first being duly sworn, deposes and says:

1. I am an employee of Pee Dee Health Care, PA, and was so employed during the time Dr. Hugh Thompson practiced at Pee Dee Health Care, PA, as the Vice President of Business Operations. In such capacity, I saw and spoke to Dr. Thompson on many occasions.
2. I am now President of Business Operations.
3. At no time did Dr. Thompson inform me that he was barred from the Medicare program or he could not provide billable services to Medicare patients.
4. My staff billed Medicare on numerous occasions for services performed by Dr. Thompson and at no time did he object to the billing of these services nor inform us any reason he was unable to provide medical services to Medicare beneficiaries.
5. In early June 2007, my office received a letter from Palmetto GBA [Exhibit A] stating that we had been overpaid \$208,821.03 due to Dr. Thompson being sanctioned by the Office of Inspector General since 1996. Including interest, the total amount our office repaid to Palmetto GBA was \$226,740.19.
6. Tony Megna has been General Counsel to Pee Dee Health Care since 1995. It would cause substantial hardship and prejudice to Pee Dee Health Care and others to obtain additional counsel to represent it in the matters currently before this Court. Not only would it likely be prohibitively expensive, it would take another attorney a significant amount of time and effort to familiarize him or her with these matters and would cause delay for no justifiable reason.
7. I do not agree to waive any attorney-client privilege I have with Tony in his capacity as an attorney advising me in regard to legal matters, individually, or in his capacity advising me as to legal matters in my capacity as Vice President (now President) of Business Operations for Pee Dee Health Care. I consider all conversations in which we discussed matters relating to Dr. Thompson to be matters I discussed with Tony as an attorney, and not as CEO of Pee Dee Health Care. We have always made the effort to keep matters regarding the employment of physicians as a matter decided and determined by the physician officers of Pee Dee Health Care. We have done so in order that Tony

TRUE CERTIFIED COPY!
SUGGS
CLERK OF COURT/RMC
DARLINGTON COUNTY, S.C.

could handle the legal matters regarding such transactions in his capacity as an attorney, and so that our conversations with him in such a capacity were and would remain confidential. Over the years, we have made considerable efforts to insure all such matters were discussed in private without the presence of third parties to maintain the sanctity of the attorney-client relationship. We have taken the same approach in our practice in regard to the physician-patient privilege of confidentiality.

8. In addition to the foregoing, and in my position as President of Business Operations of Pee Dee Health Care, I am the person responsible for the financial operations of the company. Tony certainly has access to the financial information, and I review it with him regularly, but any information he could obtain for this Court or in the dispute with Dr. Thompson's estate would have to first come through me because, as a practical matter, I and my staff have the information and compile it on a daily basis as it changes on a daily basis. With all due respect, it would not be appropriate to say that Tony is the person with primary access and understanding of the information. Again, he has had access to it just as any other attorney would have such access. But it is not realistic to expect that Tony could testify to the financial information relating to these matters without either first consulting with me or him first completing much work and research.
9. I respectfully request this Court to honor the sanctity and confidentiality of the attorney-client relationship between Tony Megna and Pee Dee Health Care as well to honor the sanctity and confidentiality of the attorney-client relationship as Mr. Megna and myself now and in the future. We have spent the last fifteen years carefully cultivating a culture and relationships that separate business matters from legal matters and I have no desire to waive any confidential relationships I have under the law in any capacity, and I specifically do not waive any privilege, whether attorney-client or physician-patient or any other privilege, however defined, in regard to any communication of any type or relationship of any type I have now with Mr. Megna or have ever had with Mr. Megna.

FURTHER THE AFFIANT SAYETH NOT.


Katherine Noyes

SWORN TO BEFORE ME this

 day of May, 2011
(L.S.)

Notary Public for South Carolina

My Commission Expires: 3-9-2019

SCOTT B. STEES
CLERK OF COURT
P.O. BOX 100
DARLINGTON, S.C.

2011 MAY -2 AM 11:12

FILED

Matthews and Megna, LLC

Attorneys and Counselors at Law
3400 West Avenue
Columbia, SC 29203
TELEPHONE: 803-799-1700

October 28, 2011

The Honorable Scott B. Suggs
Clerk Of Court, Darlington County
1 Public Square, Room B-4
Darlington, South Carolina 29532

FILED
2011 OCT 28 AM 11:29
SCOTT B. SUGGS
CLERK OF COURT, R.O.D.
DARLINGTON COUNTY, S.C.

Re: PDHC v. Estate of Thompson, Case No: 10-CP-16-0332
Notice of Appeal

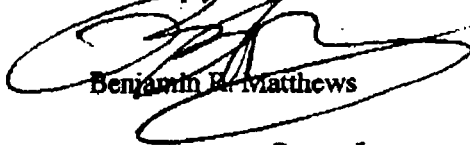
Dear Mr. Suggs:

Please find enclosed the following the Plaintiff's Notice of Appeal of the order of summary judgment of Judge Baxley received by the Plaintiff on September 6, 2011, and the denial of the Plaintiff's Motion for Reconsideration dated October 10, 2011.

By copy of this letter, I am notifying all counsel of record of the filing of the Notice of Appeal. In deference to the Court's order disqualifying Mr. Megna as attorney for Plaintiff was appealed on August 15, 2011, and was automatically stayed by operation of Rule 241(b), SCACR, I am filing the notice with your office. Please advise if there are further actions the Court requests be taken. As all orders of the circuit court concerning the matters in the above-referenced case are now on appeal, I would appreciate you removing the motions from any roster. Please advise if there are further matters to which I need to address.

With kind regards, I remain

Sincerely yours,



Benjamin B. Matthews

TRUE CERTIFIED COPY,
Scott B. Suggs
CLERK OF COURT/RMC
DARLINGTON COUNTY, S.C.

Cc:

Jay James
P.O. Box 507
Darlington, SC 29540

The Honorable J. Michael Baxley, 531 East
Carolina Avenue, Hartsville, SC 29550-4311

Renee Josey
1831 W. Evans Street
Florence, SC 29501

Teresa Timmons, Darlington Roster Clerk
ttimmons@darcoosc.com

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM THE COURT OF COMMON PLEAS
COUNTY OF DARLINGTON

CASE NO: 2010-CP-16-0332
The Honorable J. Michael Baxley, Jr.

PEE DEE HEALTH CARE, P.A.,

APPELLANT,

v.

HUGH S. THOMPSON, III, LOUISE T.
DAILEY AS PERSONAL
REPRESENTATIVES OF THE ESTATE
OF HUGH S. THOMPSON,

RESPONDENT.

FILED
2011 OCT 28 AM 11:29
SCOTT B. SUGGS
CLERK OF COURT
DARLINGTON COUNTY, S.C.

NOTICE OF APPEAL

The Appellant, Pee Dee Health Care, P.A. hereby appeals the order of the Honorable J. Michael Baxley dated August 29, 2011, the signed copy by the Court being received by Appellant on September 6, 2011, a copy being attached hereto. A copy of the order denying the Appellant's Motion for Reconsideration was received by Appellant on October 10, 2011, and is attached hereto as Exhibit B. Appellant has also attached a letter to the circuit court dated October 10, 2011 indicating the circuit court's inadvertently overlooked that its' prior order had been appealed to the SC Court of Appeals on August 15, 2011, two weeks prior to the filing of the Motion for

Reconsideration in the current matter.

Respectfully submitted,



Benjamin R. Matthews, Esquire
Attorney for Appellant
3400 West Avenue
Columbia, South Carolina 29203
803.254.3676
Attorneys for Appellant

October 28, 2011.

Cc: **Tony R. Megna, Esquire**
3400 West Avenue
Columbia, South Carolina 29203
803.254.3676

Attorneys for Respondent:

Jay James
PO Box 507
Darlington, SC 29540

Renee Josey
319 S. Irby Street
Florence, SC 29501

FILED
2011 OCT 28 AM 11:29
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM THE COURT OF COMMON PLEAS
COUNTY OF DARLINGTON

CASE NO: 2010-CP-16-0332

PEE DEE HEALTH CARE, P.A.,

APPELLANT,

v.

HUGH S. THOMPSON, III, LOUISE T.
DAILEY AS PERSONAL
REPRESENTATIVES OF THE ESTATE
OF HUGH S. THOMPSON,

RESPONDENT.

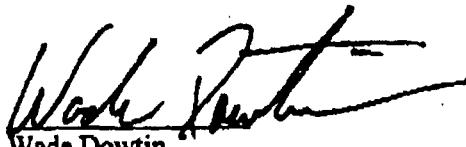
FILED
2011 OCT 28 AM 11:29
SCOTT B. SUGGS
CLERK OF COURT/RMC
DARLINGTON COUNTY, S.C.

TRUE CERTIFIED COPY,
Scott B. Suggs
CLERK OF COURT/RMC
DARLINGTON COUNTY, S.C.

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing Notice of Appeal was served on counsel for Defendant on the 28th day of October, 2011.

- a. Jay James, PO Box 507, Darlington, SC 29540 and by email to pjlaw507@bellsouth.net,
- b. Renee Josey, 319 S. Irby Street, Florence, SC 29501 and by email to RJosey@turnerpadget.com,
- c. The Honorable Scott B. Suggs, Clerk Of Court, Darlington County
1 Public Square, Room B-4, Darlington, South Carolina 29532,
- d. The Honorable J. Michael Baxley, 531 East Carolina Avenue,
Hartsville, SC 29550-4311.



Wade Dowtin
3400 West Avenue
Columbia, SC 29203
803.254.3676

Exhibit
C

Matthews and Megna, LLC

Attorneys and Counselors at Law

3400 West Avenue

Columbia, SC 29203

TELEPHONE: 803-799-1700

E-mail: tmegna@gmail.com

October 10, 2011

The Honorable J. Michael Baxley

531 East Carolina Avenue

Hartsville, SC 29550-4311

[Via email to JBaxleyLC@sccourts.org and first class mail]

Re: Estate of Hugh S. Thompson, Case No: 10-CP-16-0332
Response to Mr. Josey's letter dated May 26, 2011 and his supplemental memoranda

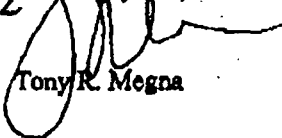
Dear Judge Baxley:

I am in receipt of your order filed October 4, 2011, and received by me on October 10, 2011.

The order of disqualification was appealed to the SC Court of Appeals by notice dated August 15, 2011 – two weeks prior to the Motion for Reconsideration filed with this Court on September 1, 2011. In addition, as the court graciously allowed me to represent the Plaintiff in the hearing on the Motion for Summary Judgment, it was my sincere belief that the Motion for Reconsideration was a natural extension of the hearing on the motion for summary judgment as well as the other matters that directly involved matters surrounding that motion. I genuinely apologize for any misunderstanding. As a gesture of good faith and deference to the Court, I will request Ben represent the Plaintiff in all further proceedings before the circuit court pending the determination of the appeals.

With kind regards, I remain

Sincerely yours,



Tony R. Megna

The Honorable J. Michael Baxley
531 East Carolina Avenue
Hartsville, SC 29550-4311
October 10, 2011
Page 2 of 2

Cc:

Jay James
P.O. Box 507
Darlington, SC 29540
[Via email to
jlaw507@bellsouth.net

Renee Josey
1831 W. Evans Street
Florence, SC 29501
[Via email to
RJossy@turnerpadget.com
and first class mail

The Honorable Scott B. Suggs
Clerk Of Court,
Darlington County
1 Public Square, Room B-4
Darlington, South Carolina 29532
[Via first class mail]

I. RENÉ JOSEY

REPLY TO: FLORENCE OFFICE
E-MAIL: RJOSEY@TURNERPADGET.COM
WRITER'S DIRECT DIAL: (843) 656-4451
WRITER'S DIRECT FAX: (843) 413-5818

November 14, 2011

The Honorable Tanya Gee
Clerk, South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

Re: Pee Dee Health Care, P.A. v. Estate of Hugh S. Thompson
Case No.: 2010-CP-16-0332 and 2010-CP-16-063
Tracking No.: 2011185767 and 2011197671
TPGL File No.: 10667.101

Dear Ms. Gee:

The above two referenced Interlocutory Appeals are presently docketed with your court under the above-referenced tracking numbers. A third notice of appeal from the final merits of the case has been filed with the circuit court and served upon the parties but has not been filed with your court as required.

Enclosed for filing is a Motion to Dismiss all Appeals presently pending or proposed between these parties in your court. In accordance with SCACR 240, I am enclosing the original (unbound) and 7 copies of our motion with supporting exhibits from the trial court; I ask that one copy be stamped as filed and returned to us in the self-addressed, stamped envelope. Also enclosed you will find an original Certificate of Service and one additional copy; again I ask that the copy be stamped as filed and returned to us in the self-addressed, stamped envelope. Finally, I am also enclosing our firm's check for the filing fee with regard to this motion.

By copy of this letter to attorney Ben Matthews and separately to attorney Tony Megna, we are serving respondent's present and former counsel with this motion, the exhibits, and the certificate of service.

Because the final resolution of the Estate in this matter has been delayed by this litigation, we would ask the court to consider this motion at its earliest convenience. We will be happy to appear for oral argument if the court deems that necessary. If anything additional is needed, please let us know.

Sincerely,

TURNER, PADGET, GRAHAM & LANEY, P.A.

J. René Josey

JRJ:vlb

Enclosures

Cc: Benjamin R. Matthews, Esquire (w/enclosures)
Tony R. Megna, Esquire (w/enclosures)
Jay James, Esquire

BUSINESS • LITIGATION • SOLUTIONS

319 S. Irby Street (29501) • PO Box 5478 • Florence, SC 29502
Phone (843) 662-9008 • Fax (843) 667-0828 • turnerpadget.com

**THE STATE OF SOUTH CAROLINA
In The Court Of Appeals**

**APPEAL FROM DARLINGTON COUNTY
Court of Common Pleas**

J. Michael Baxley, Circuit Court Judge

**CASE NO. 2010-CP-16-0332
CASE NO. 2010-CP-16-0633**

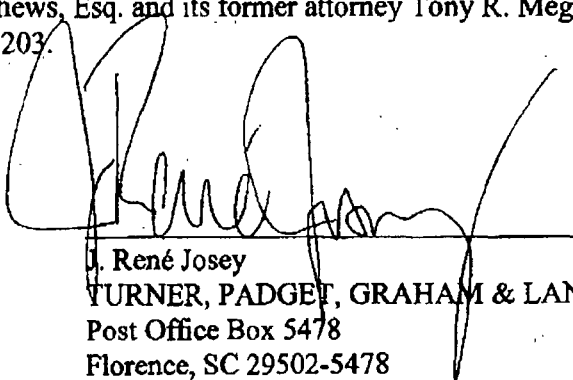
Pee Dee Health Care, P.A. Appellant,

v.

Estate of Hugh S. Thompson Respondent.

CERTIFICATE OF SERVICE

I certify that I have served Respondent's Motion to Dismiss Appeal, by depositing copies of the same in the United States mail, postage prepaid, on November 14, 2011, to its attorney of record, Benjamin R. Matthews, Esq. and its former attorney Tony R. Megna, Esquire, 3400 West Avenue, Columbia, SC 29203.



J. René Josey
TURNER, PADGET, GRAHAM & LANEY, P.A.
Post Office Box 5478
Florence, SC 29502-5478
843-656-4451 (Telephone)
843-413-5818 (Fax)
RJosey@TurnerPadget.com (Email)
ATTORNEYS FOR RESPONDENT

**THE STATE OF SOUTH CAROLINA
In The Court Of Appeals**

**APPEAL FROM DARLINGTON COUNTY
Court of Common Pleas**

J. Michael Baxley, Circuit Court Judge

**CASE NO. 2010-CP-16-0332
CASE NO. 2010-CP-16-0633**

Pee Dee Health Care, P.A. Appellant,

v.

Estate of Hugh S. Thompson Respondent.

**RESPONDENT'S MOTION TO DISMISS APPEAL
ON MERITS AS UNTIMELY AND
DISMISS ALL INTERLOCUTORY APPEALS AS MOOT**

John Jay James, II
Paulling and James, LLP
P. O. Box 507
Darlington, SC 29540
843-393-3881 (Telephone)
843-393-6089 (Fax)
pjlaw507@bellsouth.net (Email)

J. René Josey
TURNER, PADGET, GRAHAM & LANEY, P.A.
Post Office Box 5478
Florence, SC 29502-5478
843-656-4451 (Telephone)
843-413-5818 (Fax)
RJosey@TurnerPadget.com (Email)

ATTORNEYS FOR RESPONDENT

NATURE OF THE CASE

These cases arise from the Pee Dee Health Care, P.A.'s (hereinafter "PDHC") failure to perform required due diligence before collecting Medicare benefits for work performed by its employee, Dr. Hugh S. Thompson (Defendant's decedent). As the assignee of Medicare program benefits, PDHC failed to confirm the program eligibility of Dr. Thompson who was excluded from the program for a period of time. As a result of this failure, the Medicare program subsequently sought and obtained repayment of the ineligible benefits from PDHC.¹ In this action brought years later, PDHC sought to ignore the affirmative non-delegable statutory duty placed upon it by the Medicare program and instead sought to shift blame for its lapse to the deceased; the crux of the PDHC complaint was that decedent Thompson did not disclose information to PDHC or gave wrong information to PDHC.²

NATURE OF THESE APPEALS

There are now three appeals in this litigation pending in this Court. Two appeals involve interlocutory issues raised in the context of the litigation described above. The third and most recent appeal is from the trial court's order of summary judgment.

The first interlocutory appeal (first appealed from Probate Court to Circuit Court as Case No. 2010-CP-16-0633 and then appealed to this Court -- tracking number 2011185767) is from a Probate Court Order allowing the payment of attorney's fees and other expenses by the Estate; the appeal also involved the Probate Court refusing to require a bond from the Respondent Estate and refusing to have a damages hearing to set a bond. Specifically, the Appellant sought a bond

¹ Both federal statute, 42 U.S.C. § 1320a-7a(a)(6), and federal regulation, 42 CFR 1003.102(a)(2), impose liability upon employers who "should know" of the program exclusion of their employees.

² The Complaint alleges that such misrepresentations were made to Plaintiff through its CEO Tony Megna. The Circuit Court has ruled that Megna's status as a witness to such alleged misrepresentations, among other items, disqualifies his service as counsel in the matter.

from the Estate in an amount equal to Appellant's alleged damages in the litigated probate claim against the Estate (Case No. 2010-CP-16-0332).³ This appeal from the Probate Court was dismissed at the Circuit Court level by reason of the Appellants failure to timely file its grounds for appeal. It has already been fully briefed by the parties in this Court and is awaiting oral arguments and disposition.

The other interlocutory appeal was made in the actual litigated probate claim itself (the litigated Probate Court claim was removed to the Circuit Court and assigned Case No. 2010-CP-16-0332)(Court of Appeals Tracking Number 2011197671). This second interlocutory appeal involves the Circuit Court's disqualification of Appellant's counsel effective after the argument of cross motions for summary judgment.⁴

The final appeal (also in Case No. 2010-CP-16-0332) involves the merits of the underlying claim which was resolved against the Appellant with finality. This appeal was mailed to Respondent and filed with the Circuit Court on October 28, 2011. As of the afternoon

³ The Appellant asserts damages far in excess of the Respondent Estate's value and thus sought a bond exceeding the Estate's value. Rather than require a bond, the Probate Court simply restrained the Respondent from disposing of Estate assets (the majority of which are not liquid) without further order of the Probate Court.

⁴ The Appellant filed several motions in this appellate court in connection with the second interlocutory appeal including: a motion to disqualify Turner Padgett Graham & Laney P.A., a motion to vacate all lower court rulings, and a motion to consolidate. These motions were addressed by an order of this Court dated October 6, 2011 which denied consolidation of appeals but held the first interlocutory appeal in abeyance pending the second appeal regarding disqualification. This Court's order declined to act on other aspects of the Appellant's motion.

Accompanied by a certificate of service asserting service on October 18th, the Appellant served Respondent with a Petition to this Court, dated October 20th, seeking reconsideration of this Court's October 6th Order. By letter of this Court's Deputy Clerk dated November 3, 2011, Appellant was advised that the petition for rehearing was not going to be considered pursuant to SCACR 240(i) and therefore, the petition was considered moot.

Respondent Estate has filed a motion to dismiss the second interlocutory appeal (again, tracking number 2011185767) because the notice of appeal was not executed by an authorized attorney as required of all pleadings by Rule 11(a) of the SCRCP. This motion is dated September 6th and was filed with this Court on September 7th. *This motion has not been ruled upon by the Court but would also be moot if the third appeal is untimely as Respondent contends.* Presumably this motion has delayed the due date for Appellant's Brief in that matter which would have otherwise been ripe for initial briefing under SCACR 208(a) as early as September 15, 2011 (30 days after service of the notice of appeal) because the relevant transcripts were already in Appellant's possession (they had been referenced in earlier pleadings).

of November 10, 2011, the clerk's office at this Court advised that no third notice of appeal involving these parties had been filed with the Court of Appeals.

FINALITY ON THE MERITS

By Order dated September 1, 2011, the Circuit Court granted summary judgment on all claims to the Defendant. A copy of this Order is attached hereto as Exhibit A. This Order was acknowledged as received by Appellant's disqualified counsel, Mr. Megna, on September 6, 2011. Mr. Megna's law partner, Mr. Matthews, is not disqualified and serves as attorney of record in the trial court having alone signed the Complaint and numerous discovery documents prior to the summary judgment order. The trial court's order of summary judgment was mailed to Mr. Matthews at the law firm address he shares with Mr. Megna. By his letter serving the most recent notice of appeal (letter attached as Exhibit B), Mr. Matthews also acknowledges receipt of the Order of Summary Judgment on September 6, 2011.

Without any tolling, the 30 days for appeal from the Order of Summary Judgment, allowed by SCACR 203(b)(1), passed on October 6, 2011 and no notice of appeal was served or filed by Mr. Matthews (or any other person) on behalf of the Appellant by that date. Thus, the Order of Summary Judgment has now become the final law of this case. The dismissal of the Appellant's claims on their merits renders the appeal of interlocutory issues moot. Accordingly, all pending appeals in this matter should be dismissed as moot.

NO TOLLING UNDER SCRCP 59(f)

On September 13, 2011, after the Order of Summary Judgment was "received by the [Appellant] on September 6, 2011,"⁵ Mr. Megna signed and submitted a Motion for Reconsideration of the Order of Summary Judgment. (Exhibit C). Ordinarily, such a motion would stay the time for appeal pursuant to the provisions of SCRCP 59(f) which provides, "The

⁵ See Exhibit B, first sentence (using "Plaintiff" instead of "Appellant" to refer to PDHC).

time for appeal for all parties shall be stayed by a timely motion under this Rule and shall run from the receipt of written notice of entry of the order granting or denying such motions.”

Here, trying to tap into the tolling provision of Rule 59, the Appellant characterizes the trial court’s Order of September 28, 2011 as a denial of its Rule 59(e) motion; this is *not* correct as the September 28th Order was, in fact, a dismissal of the motion for reconsideration as being ‘void *ab initio*’-- as if it had never been made.

Mr. Megna’s purported Motion for Reconsideration was needlessly in direct defiance of the trial court’s prior order that he not continue representation of the Appellant after the Summary Judgment arguments. (Order of April 15, 2011, attached as Exhibit D). That Order had provided:

The Court orders complete disqualification effective with the execution of this order. The Court concludes that it is not feasible for Mr. Megna to remain involved as counsel of record even before trial. The potential for problems would exist even with depositions and other pre-trial functions. The immediate availability of Mr. Megna’s partner eliminates any hardship or difficulty associated with this effective date.

The Order reinforced the directive given by the Court directly to counsel in the Courtroom on March 16, 2011, “*It begins now.*” Transcript at Page 38, lines 5-6 (emphasis added)(attached hereto as Exhibit E).

Again, despite the undisputed availability of other counsel of record in the trial court in this case, disqualified counsel himself alone filed the Motion for Reconsideration. This prompted the trial court to dismiss the motion as improper and void *ab initio*. In that order of dismissal, the trial court noted that “*attorney Megna was not authorized to file the present motion on the Plaintiff’s behalf.*” (emphasis added). Moreover, the trial court noted that counsel had been put on notice only weeks earlier in an Order that had quashed a series of

motions, subpoenas, and filings signed only by disqualified counsel. August 12, 2011 Order attached as Exhibit F. Without a valid Rule 59 motion, the time to appeal was not stayed and the notice of appeal served October 28, 2011 comes too late.

NO APPLICABLE STAY UNDER SCACR 241

As an alternative maneuver to fabricate appellate timeliness, the cover letter of Appellant's counsel serving the most recent appeal (attached as Exhibit B) claims that the disqualification of Mr. Megna was stayed by the interlocutory appeal of that order (Tracking Number 2011185767) – presumably thereby rendering the Motion to Reconsider signed by Mr. Megna valid and tolling the time to appeal under SCRCF 59(f). This letter (Exhibit B) erroneously cites subsection (b) of SCACR 241. The claim to a “stay” is also indirectly asserted by the most recent notice of appeal itself which asserts that the Circuit Court “inadvertently overlooked” that the disqualification order was appealed on August 15, 2011, prior to the filing of the Motion for Reconsideration.⁶

SCACR 241(b), however, does not provide Appellant the relief it needs to save an untimely appeal on the merits. Rule 241(a) does provide that “As a general rule, the service of a notice of appeal in a civil matter acts to automatically stay matters decided in the order....” Understandably, there are many exceptions to this general rule – some, but not all, of which are listed in subsection (b) of SCACR 241.

INTERLOCUTORY APPEAL DOES NOT RENDER TRIAL COURT MEANINGLESS

Clearly the continued involvement of disqualified counsel in trial court proceedings is a matter that is not stayed – *otherwise, the trial court's initial determination would be meaningless*

⁶ Presumably, Appellant believes that the appeal of the disqualification permits disqualified counsel to continue to do anything before the trial court where he was disqualified. As discussed below, this allows the tail to wag the dog – letting trial counsel control the terms and conditions of a trial rather than the trial judge. This is not what the law provides. Indeed, the record confirms the Trial Court was not inadvertent but was very purposeful.

and the trial court's control over proceedings before it would be lost. Because the disqualification order acted to enjoin counsel from further involvement immediately (“It begins now”), the exception found in SCACR 241(b)(8) is precisely on point. This exception provides that restraining orders and injunctions are not subject to an automatic stay – lest those orders be rendered meaningless.

FINAL APPEAL NOT PERFECTED ANYWAY

Even if the time to appeal were stayed by either the invalid Rule 59 motion or the application of a Rule 241(SCACR) stay, no notice of appeal has been filed with the Clerk of the Court of Appeals within 30 days of the Appellant’s alleged October 10th receipt of the September 28 Order disposing of the Motion to Reconsider⁷; indeed no notice of appeal from the summary judgment has been filed with the Court of Appeals as of counsel’s phone call on November 10, 2011.

While a notice of appeal was filed with the Circuit Court and served on October 28, 2011, that notice must also be filed with the Court of Appeals within 10 days of service per Rule 203(d)(1)(B)(“notice *shall* be filed with ...the clerk of the appellate court within ten (10) days after the notice of appeal is served.”)(emphasis added). That 10 day deadline ran Monday, November 7, 2011. Under Rule 260(a) (emphasis added), “Whenever it appears that an appellant or a petitioner has failed to comply with the requirements of these Rules, the clerk *shall* issue an order of dismissal....” Accordingly, the October 28th purported appeal from the summary judgment order was not perfected in accordance with the Rules and must be dismissed.

⁷ Appellant’s law firm – through disqualified counsel and company CEO – acknowledged receipt of the September 28, 2011 Order on October 10, 2011. See Megna letter of October 10, 2011 (attached as Exhibit H).

Even if the time to appeal summary judgment were stayed during the pendency of the motion to reconsider, the Appellant's 30 days⁸ following receipt of the Order dismissing that motion would have expired November 9, 2011 and the only notice of appeal served on Respondent in that period of time is the unperfected October 28, 2011 notice that is not filed with the Clerk of the Court of Appeals. Thus, Appellant is too late under the most tolerant of deadlines and the summary judgment stands as the law of the case. Other appeals are therefore moot.

THIS RESULT IS NOT HARSH

While dismissal of Appellant's appeal may seem harsh, it is not at all. Counsel knew of his disqualification and knew that his continued filings had been quashed but he nevertheless chose to disregard the trial court's restraint. To not to punish appellant's conduct would be to allow disqualified counsel Megna -- who is also the CEO and general counsel of Appellant and who further claims to have an economic interest in the outcome of this litigation -- to openly and contemptuously defy the trial court even though his law partner, who was already counsel of record, was available. Appellant and counsel Megna are in many respects one and the same -- even sharing the same office locations. This contemptuous conduct rendered the Appellant's motion for reconsideration void *ab initio* for lack of authorized signature as required by the SCRPC and it further renders the present notice of appeal untimely.

Moreover, as the first interlocutory appeal illustrates, the Appellant has previously missed required procedural deadlines (the statutory deadlines for appeals from Probate Court). In addition, the Appellant has only recently (letter of November 11, 2011), answered this Court's inquiries of August 29th and November 3rd seeking proof of service and seeking the status of transcript requests (the transcripts have been completed). Appellant has created its own

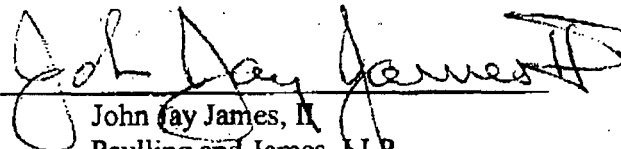
⁸ See SCACR 203(b)(1).

procedural flaws in this litigation and it is not harsh for our Courts to expect compliance with the Rules and statutes.

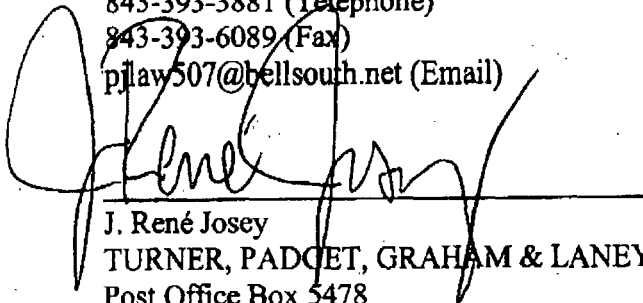
CONCLUSION

The Appellant's most recent notice of appeal from the trial court's summary judgment order is untimely and should be dismissed. Because this appeal is untimely, the summary judgment ruling is now the law of the case and stands with finality. The ruling on the merits with finality renders the two previous interlocutory appeals moot and they should be dismissed as such.

November 14th, 2011



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ATTORNEYS FOR RESPONDENT

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON
IN THE COURT OF COMMON PLEAS

Pee Dee Health Care, P.A.,

Appellant,

v.

Estate of Hugh S. Thompson,

Respondent.

10-CP-16-0332

APPELLANT'S REPLY TO
MOTION TO DISMISS

RECEIVED
NOV 22 2011
SC Court of Appeals

I

**THE CIRCUIT COURT'S ORDER DISQUALIFYING COUNSEL WAS
AUTOMATICALLY STAYED BY THE AUTOMATIC STAY PROVISIONS OF
RULE 241(a), SCACR**

Appellant's Rule 59(e) motion was made in the circuit court by Appellant on September 13, 2011, three weeks after the order disqualifying counsel was appealed to this Court and automatically stayed by operation of SCACR 241(a). See Exhibit A attached hereto – [Notice of Appeal of the Order of Disqualification]. See Exhibit B attached hereto – [Motion for Reconsideration filed in circuit court]. Thus, the circuit court's *ab initio* language was made in error. When the order denying reconsideration was received, the circuit court was informed, in writing, of the foregoing by letter dated October 10, 2011 (See Exhibit C attached hereto). On October 27, 2011, Judge Baxley wrote the undersigned acknowledging the voluntary actions by the undersigned to have separate counsel appear in further circuit court proceedings even though the order of disqualification was, in fact, stayed pursuant to Rule 241, SCACR. Counsel for Respondent was provided copies of all correspondence to and from the circuit court. See Exhibit D attached hereto.

II

Appellant's Appeal was filed Timely

As acknowledged in Respondent's Motion to Dismiss, Appellant's Notice of Appeal was timely filed with the Darlington County Clerk of Court on October 28, 2011. *See page 7* of Respondent's Motion filed with this court. The Appellant's Notice of Appeal was subsequently filed with the Court of Appeals on November 7, 2011 in compliance with Rule 203(d)(1) (*See Exhibit E attached hereto*), and consistent with the Respondent's note on page seven of it's Motion to Dismiss that the ten day deadline ran on November 7, 2011.

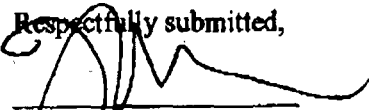
III

The appearance of counsel for Respondent's Motion to Dismiss in this court or the circuit court in any matter adverse to Appellant violates the rules of this Court and the Rules of Professional Responsibility. On October 6, 2011, this Court declined to rule on Appellant's Motion to Disqualify Counsel for Respondent made by Appellant pursuant to Rule 407, Rule 1.7, SCACR. Instead of taking into account the professional and practical implications of this Court's order declining to address the matter, counsel for Respondent instead has expanded its' advocacy against the interests of Appellant by affirmatively making a motion to dismiss that is not only unfounded, but it materially adverse to the interests of Appellant [Rule 1.7, SCACR, Comment 6: ...Loyalty to a current client prohibits undertaking representation directly adverse to that client without that client's informed consent. Thus, absent consent, a lawyer may not act as an advocate in one matter against a person the lawyer represents in some other matter, even when the matters are wholly unrelated].

CONCLUSION

Appellant requests this Court to deny the Respondent's Motion to Dismiss because it is factually inaccurate. Appellant renews its previous request to this court to disqualify counsel for Respondent from further involvement in these proceedings pursuant to Rule 1.7, SCACR. Appellant incorporates the terms of its prior motion to the extent that motion requests this Court to disqualify counsel for Respondent.

Respectfully submitted,



Tony R. Megna
Attorney-at-Law
3400 West Avenue
Columbia, SC 29203
803.254.3676

November 22, 2011.

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON
IN THE COURT OF COMMON PLEAS

Pee Dee Health Care, P.A.,

Appellant,

v.

Estate of Hugh S. Thompson,

Respondent.

RECEIVED

CERTIFICATE OF SERVICE NOV 22 2011

SC Court of Appeals

10-CP-16-0332

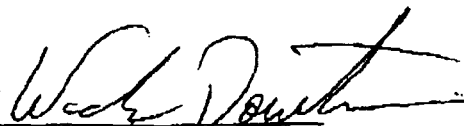
The undersigned hereby certifies, on the date indicated below, copies of the following documents in the above-captioned matter were served upon the following:

APPELLANT'S REPLY TO RESPONDENT'S MOTION TO DISMISS

Renee Josey
1851 W. Evans Street, 4th Floor
Florence, SC 29501
[By United States Mail, first class, postage
prepaid.]

The Honorable Tanya Gee
Clerk, SC Court of Appeals
PO Box 11629
Columbia, SC 29211

John Jay James, Esquire
PO Box 507
Darlington, SC 29540
[By United States Mail, first class, postage
prepaid.]


Wade Dowtin

November 22, 2011.

TURNER PADGET

TURNER PADGET GRAHAM & LANEY P.A.

RECEIVED DEC 2 2011

CHARLESTON
COLUMBIA
FLORENCE
GREENVILLE
MYRTLE BEACH

J. RENÉ JOSEY

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E-MAIL: RJOSEY@TURNERPADGET.COM
WRITER'S DIRECT DIAL: (843) 656-4451
WRITER'S DIRECT FAX: (843) 413-5818

December 1, 2011

The Honorable Tanya Gee
Clerk, South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

Re: Pee Dee Health Care, P.A. v. Estate of Hugh S. Thompson
Case No.: 2010-CP-16-0332
Case No.: 2010-CP-16-0633
Tracking No. 2011197671
Tracking No.: 2011185767
TPGL File No.: 10667.101

Dear Ms. Gee:

The two above-referenced Interlocutory Appeals are presently docketed with your court under the above-referenced tracking numbers. A third notice of appeal from the final merits of the case was apparently filed with your court on November 7, 2011; I do not know of a tracking number for it at this time. The enclosed pleading relates to all three appeals.

Enclosed for filing is Respondent's Reply in Support of The Motion to Dismiss all Appeals. In accordance with SCACR 240, I am enclosing the original (unbound) and 7 copies of our Reply; I ask that one copy be stamped as filed and returned to us in the self-addressed, stamped envelope. Also enclosed you will find an original Certificate of Service and one additional copy; again I ask that the copy be stamped as filed and returned to us in the self-addressed, stamped envelope.

By copy of this letter to attorney Ben Matthews and separately to attorney Tony Megna, we are serving respondent's present and former counsel with this reply and the certificate of service.

Sincerely,

TURNER, PADGET, GRAHAM & LANEY, P.A.

J. René Josey

JRJ:vlb

Enclosures

Cc: Benjamin R. Matthews, Esquire (w/enclosures)
Tony R. Megna, Esquire (w/enclosures)
Jay James, Esquire

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**THE STATE OF SOUTH CAROLINA
In The Court Of Appeals**

**APPEAL FROM DARLINGTON COUNTY
Court of Common Pleas**

J. Michael Baxley, Circuit Court Judge

**CASE NO. 2010-CP-16-0332
CASE NO. 2010-CP-16-0633**

Pee Dee Health Care, P.A.Appellant,

v.

Estate of Hugh S. ThompsonRespondent.

**REPLY IN SUPPORT OF RESPONDENT'S MOTION TO
DISMISS ALL APPEALS**

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ATTORNEYS FOR RESPONDENT

1. Filing Status of 3rd Appeal

In Respondent's Motion to Dismiss all appeals, it was noted that a third notice of appeal involving these parties was mailed to Respondent and filed with the Circuit Court on October 28, 2011. Because Respondent's counsel was not copied with anything submitting this appeal to the Court of Appeals, a call was made to the clerk's office to determine if such a notice had been filed with the Court; counsel was advised that as of the afternoon of November 10, 2011, no third notice of appeal involving these parties had been filed with the Court of Appeals. This was apparently an innocent mistake as a notice of appeal was apparently filed with the Court of Appeals on November 7, 2011, but not yet associated with the file, and not contemporaneously copied to Respondent's counsel. Apparently the standard docketing letter with instructions relating to this third appeal was also delayed; thus, undersigned counsel cannot yet reference a tracking number for this third appeal.

In any event, counsel wanted to explain the Motion's "unperfected" representation and argument to the Court. *If* the notice was properly filed with this Court on November 7, 2011 (undersigned still has only been provided an unsigned partial copy of the November 7th received notice – as attached to Appellant's motion response), then the 10 day filing requirement of SCACR Rule 203(d)(1)(B) would have been satisfied.

2. Even If Third Appeal Properly Filed Per SCACR 203(d)(1)(B), Still Too Late

In the Appellant's motion response, the Appellant does not suggest that tolling should apply for an invalid or unauthorized motion under SCRCP 59(e); rather the Appellant continues to suggest that the Rule 59(e) motion in this matter was valid because of the previous interlocutory appeal of the disqualification order. This is clearly not consistent with SCACR 241(b)(8) which

exempts Orders of restraint from the automatic stay – so that trial courts may maintain some basic control of the ongoing litigation and status quo.

Appellant suggests that the trial court’s “*ab initio*” language dismissing his Motion for Reconsideration as void was simply “in error.” Again, the trial court could not have been more clear noting that “*attorney Megna was not authorized to file the present motion on the Plaintiff’s behalf.*” (emphasis added). The 59(e) Order also noted that counsel had been put on notice of the ongoing effect of his disqualification only weeks earlier (referencing August 12, 2011 Order that had quashed a series of motions, subpoenas, and filings signed only by disqualified counsel).

3. Counsel Misrepresents The Trial Court’s Letter of October 27, 2011

In the Appellant’s response, it is suggested that the trial court’s letter to disqualified counsel acknowledges that the Order of disqualification was stayed; that is not what the letter states. The letter, which was attached to Appellant’s response as Exhibit C, was a kind and civil gesture which speaks for itself. It thanks counsel for “good faith and deference to the [disqualification] decision”; it does not acknowledge, confirm, or agree, that compliance with the order was “voluntary” because of an automatic stay. The Court’s orders accurately confirm again and again that Appellant had *no choice* pending the interlocutory appeal but to use other counsel of record.

CONCLUSION

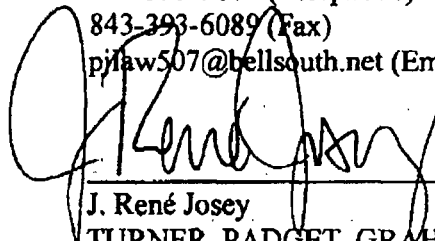
Without a valid Rule 59 motion, the time to appeal was not stayed and the notice of appeal served October 28, 2011 was too late. Because this appeal is untimely, the summary judgment ruling is now the law of the case and stands with finality. The ruling on the merits with finality renders the two previous interlocutory appeals moot and they should be dismissed.

[ONLY SIGNATURE BLOCKS TO FOLLOW]

December 1, 2011



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ATTORNEYS FOR RESPONDENT

**THE STATE OF SOUTH CAROLINA
In The Court Of Appeals**

**APPEAL FROM DARLINGTON COUNTY
Court of Common Pleas**

J. Michael Baxley, Circuit Court Judge

**CASE NO. 2010-CP-16-0332
CASE NO. 2010-CP-16-0633**

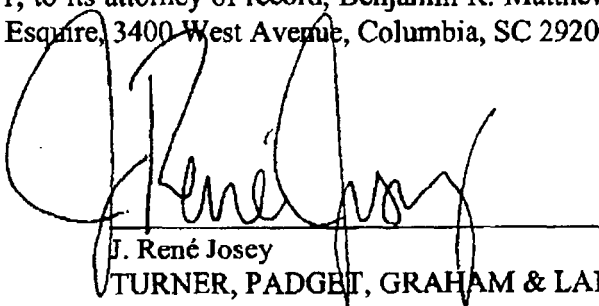
Pee Dee Health Care, P.A. Appellant,

v.

Estate of Hugh S. Thompson Respondent.

CERTIFICATE OF SERVICE

I certify that I have served Respondent's Reply in Support of Respondent's Motion to Dismiss All Appeals, by depositing copies of the same in the United States mail, postage prepaid, on December 1, 2011, to its attorney of record, Benjamin R. Matthews, Esq. and its former attorney Tony R. Megna, Esquire, 3400 West Avenue, Columbia, SC 29203.



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ATTORNEYS FOR RESPONDENT

**THE STATE OF SOUTH CAROLINA
In the South Carolina Court of Appeals**

**APPEAL FROM DARLINGTON COUNTY
Court of Common Pleas
Honorable J. Michael Baxley
Circuit Court Judge**

**CIVIL ACTION NO: 2010-CP-16-0332
[TRACKING NO: 2011197671]**

Pee Dee Health Care, P.A.,

Appellant,

v.

**Hugh S. Thompson, III,
Louise T. Dailey as Personal
Representatives of the Estate
of Hugh S. Thompson,**

Respondent.

**APPELLANT'S AMENDED REPLY TO RESPONDENT'S MOTION TO
DISMISS THE APPEAL**

**Benjamin R. Matthews, Esquire
Tony R. Megna, Esquire
Matthews and Megna, LLC
3400 West Avenue
Columbia, SC 29203
(803) 254-3676
Attorneys for Appellant**

Procedural Summary

First Appeal

[Tracking number: 2011185767]

The matter at bar originated as an appeal to the circuit court from an order of the Probate Court. It has already been fully briefed by both parties in this Court and is awaiting oral arguments and disposition.

Second Appeal

[Tracking number: 2011197671]

The Circuit Court, by order dated April 15, 2011 granted Respondent's motion to disqualify Tony R. Megna as counsel for Appellant. Appellant timely filed a SCRCP 59(e) Motion to Reconsider on May 2, 2011. On July 21, 2011, there was a motions hearing before the Honorable Judge Baxley regarding Appellant's Motion to Reconsider. On August 12, 2011, Judge Baxley issued an order denying Appellant's Motion for Reconsideration. Appellant then timely filed a Notice of Appeal with the Court of Appeals on August 24, 2011.

Third Appeal

[Tracking number: 2011203391]

The Circuit Court, by Order dated September 1, 2011, granted summary judgment on all claims to Defendant. This order was received by Appellant on September 6, 2011. Appellant filed a Motion for Reconsideration of the Order of Summary Judgment on September 13, 2011 – three weeks after the Notice of Appeal was filed in appeal number 2, and the order of disqualification was automatically stayed by SCACR 241. On September 28th, 2011, the trial court issued an Order dismissing Appellant's Motion for Reconsideration of the Order of Summary Judgment. Appellant filed a notice of appeal

with the circuit court on October 28, 2011. The Notice of Appeal was filed with the Court of Appeals on November 7, 2011.

Third Appeal Complied with the Relevant Timing Requirements

Appellant timely filed its notice of appeal with the Court of Appeals on November 7th, 2011, and as such, met the requirements of SCACR 203(d)(1)(B). Appellant's notice of appeal was filed with the circuit court on October 28, 2011. Appellant then filed the notice of appeal with the Court of Appeals on November, 7, 2011. This clearly met the ten (10) day requirement set forth in SCACR 203(d)(1)(B). Respondent's admit in their Reply in Support of their motion to dismiss that Appellant did in fact file the appeal with the Court of Appeals on November 7, 2011 which was within the 10 day requirement of SCACR 203(d)(1)(B). Furthermore, both attorneys for Respondent were sent a copy of the stamped notice of appeal filed with the Court of Appeals.

Rule 241(a), SCACR, governs matters which are stayed while on appeal. It provides: As a general rule, the service of a notice of appeal in a civil matter acts to automatically stay matters decided in the order on appeal, and to automatically stay the relief ordered in the appealed order, judgment, or decree. This automatic stay continues in effect for the duration of the appeal unless lifted by order of the trial judge, appellate court, or judge or justice thereof Arnal v. Fraser, 371 S.C. 512, 518-19, 641 S.E.2d 419, 422 (2007). Applying Rule 241(a) to appeal number 2, the order disqualifying Tony R. Megna as counsel for Appellant (Second Appeal) was stayed by the filing of the notice of appeal, and Appellant's SCRCR 59(e) Motion to Reconsider regarding summary judgment (Third Appeal) was not void *ab initio*. A stay "...suspend[s] judicial alteration

of the status quo..." Nken v. Holder, 129 S.Ct. 1749, 1756, 173 L.Ed.2d 550 (2009). By definition, it was not void *ab initio* because such a result would directly interfere with the Appellant's right of immediate appeal as determined by our Supreme Court. See Hagood v. Sommerville, 607 S.E. 2d. 707 (2005). As a result, Appellant's Notice of Appeal regarding summary judgment was timely filed.

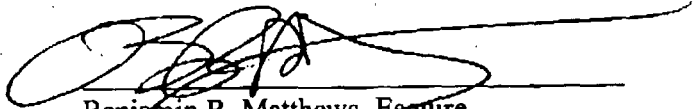
If a party intends to appeal a judgment, "[a] notice of appeal shall be served on all respondents within thirty (30) days after receipt of written notice of entry of the order of judgment."⁶ However, "[w]hen a timely motion . . . to alter or amend the judgment . . . has been made, the time for appeal for all parties shall be stayed and shall run from receipt of written notice of entry of the order granting or denying such motion." T. Cory Ezzell, Successive Rule 59(e) Motions: A Less Slippery Slope, 56 S.C. L. Rev. 659 (2005). As noted above, Appellant filed a SCRCP 59(e) motion on September 13, 2011. The trial court issued an order dismissing this motion on September 28, 2011. As a result, the deadline to file a notice of appeal was October 28, 2011. Appellant met this deadline by filing on October 28, 2011 and complied with SCACR 203(d)(1)(B) by filing with the Court of Appeals on November 7, 2011.

Respondent has given no authority in support of its statement that SCACR 241(b)(8) is applicable to the facts of this case. There is no documentation referencing a TRO or injunction by the trial court. In fact, none of the requirements of a TRO required by Rule 65 are addressed or considered in the order of the circuit court. The automatic stay provisions of SCACR 241 apply and as a result, Appellant's Appeal of the Summary Judgment Order was timely made.

Conclusion

Appellant has complied with the necessary timing requirements under SCRCR 59(e) and SCACR 241. Appellant's notice of appeal regarding the order of summary judgment was filed on time, and Appellant respectfully requests that this court deny Respondent's motion to dismiss the appeal.

Respectfully submitted,



Benjamin R. Matthews, Esquire
Matthews and Megna, LLC
3400 West Avenue
Columbia, South Carolina 29016
(803) 799-1700
benrusmat@gmail.com

ATTORNEY FOR APPELLANT

THE STATE OF SOUTH CAROLINA

In the South Carolina Court of Appeals

**APPEAL FROM DARLINGTON COUNTY
Court of Common Pleas**

Michael J. Baxley, Jr., Circuit Court Judge

CIVIL ACTION NO: 2010-CP-16-0332

Pee Dee Health Care, P.A.,

Appellant,

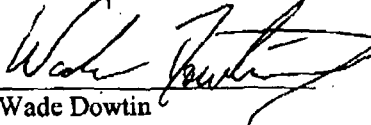
v.

**Hugh S. Thompson, III, Louise
T. Dailey as Personal
Representatives of the Estate of
Hugh S. Thompson,**

Respondents.

The undersigned hereby certifies that on the 14th day of December, 2011, a copy of Appellant's Amended Reply to Respondent's Motion to Dismiss Appeals was served upon the following by depositing a copy in the United States Mail, with first class postage annexed thereto, to the following:

J. Rene Josey, Esquire PO Box 5478 Florence, SC 29502-5478	The Honorable Tanya Gee Clerk, SC Court of Appeals PO Box 11629 Columbia, SC 29211
John Jay James, Esquire PO Box 507 Darlington, SC 29540	The Honorable J. Michael Baxley 531 East Carolina Avenue Hartsville, SC 29550-4311 [courtesy copy]


Wade Downtin

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON
IN THE COURT OF COMMON PLEAS

Pee Dee Health Care, P.A.,

Plaintiff,

v.

Estate of Hugh S. Thompson,

Defendant.


AFFIDAVIT

10-CP-16-0332

NOW COMES James Goodson, FNP, Deponent, who first being duly sworn, deposes and says:

1. I am an employee of Pee Dee Health Care, Pa, and was so employed during the time Dr. Hugh Thompson practiced medicine and was employed at Pee Dee Health Care, PA.
2. During Dr. Thompson's employment with PDHC, I referred patients to him for pain management services, and discussed the treatments he provided to these patients. . These patients had many different insurance plans including Medicare.
3. At no time did Dr. Thompson inform me:
 1. that he was not able to see and treat Medicare patients;
 2. that he was barred from seeing Medicare patients. .

FURTHER THE AFFIANT SAYETH NOT.


James Goodson, FNP

SWORN TO BEFORE ME this

16 day of Feb, 2011.

Theresa Anderson (L.S.)
Notary Public for South Carolina

My Commission Expires:

My Commission Expires
August 10, 2017

**STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON
IN THE COURT OF COMMON PLEAS**

Pee Dee Health Care, P.A.,

Plaintiff,

v.

Estate of Hugh S. Thompson,

Defendant.

AFFIDAVIT

10-CP-16-0332

NOW COMES Warren Mark Matthews, Sr, Deponent, who first being duly sworn, deposes and says:

1. I am an employee of Pee Dee Health Care, Pa, and was so employed during the time Dr. Hugh Thompson practiced at Pee Dee Health Care, PA.
2. In later September or early October, 1998, the Decedent approached PDHC requesting to be employed as a physician. PDHC agreed to hire Dr Thompson.
3. At the time he was hired, Dr. Thompson was enrolled in the Medicare program as a physician.
4. Dr. Thompson did not inform me, nor anyone else that I am aware of, that he had received a letter from Medicare in September, 1998 requesting that he provide them a copy of his reinstatement letter from the Medicare OIG as it was needed to verify that he had been reinstated into the Medicare program after his disbarment from the program in 1996. See Exhibit O.
5. At the beginning of Dr. Thompson's employment with PDHC, I assisted him with completing the assignment of benefits form for Medicare. I reviewed the entire application for assignment of benefits, both prior to and after it was completed. Dr. Thompson provided all of the answers on the application and signed it without further comment, objection, or discussion, and verifying the answers as true and complete.
6. At no time did Dr. Thompson tell or inform me that he was barred from participating in the Medicare program. Nor was I informed of the matter by anyone else. In fact, Dr. Thompson asked me on multiple occasions to assist him in attracting new patients of all types [Medicare, Medicaid, private insurance, etc.] to build his practice.
7. After we received the notice from Medicare in 2007 that they were recouping the funds from Pee Dee Health Care that were paid on behalf of Dr. Thompson during the time he was employed at Pee Dee Health Care, I spoke with Dr. Thompson and Dean Banks from First Choice Health Care in regard to the matter. Dr. Thompson told me he was experiencing the same difficulty at First Choice. He further stated he was working with an attorney in Columbia to resolve the matters, and that he would keep us informed as

matters progressed. He also told me that his attorneys were appealing the decision of Medicare to recoup the funds from First Choice and that he would provide PDHC any decisions or made by Medicare. During the next several months, I had a few conversations with Dr. Thompson in which he told me there were no new developments.

8. Pee Dee Health Care was never advised by Dr. Thompson or others that the Medicare ALC hearing the First choice appeal had actually ruled in Dr. Thompson's favor; and PDHC was unable to use this decision to assist in the defense of the claims made by Medicare.
9. I am not aware of any direct conversations that Dr. Thompson had with Tony Megna concerning these matters. In fact, all conversations were directed through me other than the one where Tony told me that Dr. Thompson called him and told him he was sending some documents. Also, Tony is in the Darlington office once or twice per week, and I work with him closely during these times. I am unaware of Dr. Thompson ever meeting nor talking with Tony at any time since he left the employ of Plaintiff; and I was employed with Plaintiff prior to Dr. Thompson's employment.

FURTHER THE AFFIANT SAYETH NOT.

Warren M Matthews Sr
Warren Mark Matthews, Sr.

SWORN TO BEFORE ME this

9th day of March, 2011.

John D. Anderson (L.S.)
Notary-Public for South Carolina

My Commission Expires:

My Commission Expires
August 10, 2017

**STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON
IN THE COURT OF COMMON PLEAS**

Pee Dee Health Care, P.A.,

Plaintiff,

v.

Estate of Hugh S. Thompson,

Defendant.

AFFIDAVIT


10-CP-16-0332

NOW COMES James D. McInnis, MD, Deponent, who first being duly sworn, deposes and says:

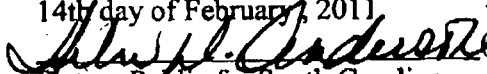
1. I am an employee of Pee Dee Health Care, Pa, and was so employed during the time Dr. Hugh Thompson practiced at Pee Dee Health Care, PA. At the time, I was also the President of Pee Dee Health Care, P.A.
2. During Dr. Thompson's employment with PDHC, I referred patients to him for pain management services. These patients had many different insurance plans including Medicare.
3. At no time did Dr. Thompson ask me to stop referring Medicare patients to him. In addition he never informed me that he was barred from seeing Medicare patients.
4. Prior to Dr. Thompson being employed at Pee Dee Health Care, I had extensive conversations with Dr. Thompson about his past troubles with the state Board of Medical Examiners. During these conversations, and during his employ at Pee Dee Health Care, he never mentioned or suggested that he had any ongoing issues with any insurance program or that he could not provide medical services to whomever he chose. I had known Dr. Thompson many years prior to his employment at Pee Dee Health Care, and had no reason not to believe the statements he was making. Nor did I have any reason to question his judgment, his honesty, or his ability to treat medically patients referred to him.
5. At his request, I accompanied Dr. Thompson to the offices of the state Board of Medical examiners in order to appear before the Board with Dr. Thompson so that he could work at Pee Dee Health, P.A. We spent several hours together that day and discussed the matters that led to his having to appear before the Board in order to his license to practice medicine in the offices of Pee Dee Health Care approved. At no time did Dr. Thompson ever inform me that he was barred from the Medicare program or he could not provide billable services to Medicare patients. Nor did I ever hear Dr. Thompson have any conversation with anyone that he was unable to provide medical services to patients with Medicare. Moreover, during our meeting at the medical board, Dr. Thomson very specifically informed me that he was able and willing to see and treat any patient, regardless of insurance coverage.

6. I never heard Dr. Thompson, at any time, object to the billing of the medical services he performed on any patient.

FURTHER THE AFFIANT SAYETH NOT.


James D. McInnis, MD

SWORN TO BEFORE ME this
14th day of February, 2011

 (L.S.)
Notary Public for South Carolina

My Commission Expires: _____
My Commission Expires
August 10, 2017

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON
IN THE COURT OF COMMON PLEAS

Pee Dee Health Care, P.A.,

Plaintiff,

v.

Estate of Hugh S. Thompson,

Defendant.

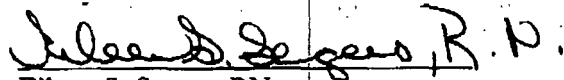
AFFIDAVIT

10-CP-16-0332

NOW COMES Eileen S. Segers, RN, Deponent, who first being duly sworn, deposes and says:

1. I am an employee of Pee Dee Health Care, Pa, and was so employed during the time Dr. Hugh Thompson practiced at Pee Dee Health Care, PA.
2. During Dr. Thompson's employment with Pee Dee Health Care, PA., I worked with him as a nurse. A major component of his practice was patients who had Medicare as their insurance. During these encounters with the Medicare patients he did not inform me or the patient's that he had been prohibited from participating in the Medicare program.
3. Dr. Thompson never told me in the presence or out of the presence of patient's that he was barred from participating in the Medicare program.

FURTHER THE AFFLIANT SAYETH NOT.


Eileen S. Segers, RN

SWORN TO BEFORE ME this

15 day of Feb, 2011.

 (L.S.)

Notary Public for South Carolina

My Commission Expires:

My Commission Expires
August 10, 2017

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON
IN THE COURT OF COMMON PLEAS

Pee Dee Health Care, P.A.,

Plaintiff,

v.

Estate of Hugh S. Thompson,

Defendant.

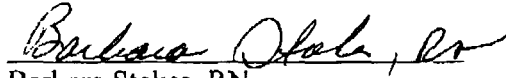
AFFIDAVIT

10-CP-16-0332

NOW COMES Barbara Stokes, RN, Deponent, who first being duly sworn, deposes and says:

1. I am an employee of Pee Dee Health Care, Pa, and was so employed during the time Dr. Hugh Thompson practiced at Pee Dee Health Care, PA.
2. During Dr. Thompson's employment with Pee Dee Health Care, PA., I worked with him as a nurse. A major component of his practice was patients who had Medicare as their insurance. During these encounters with the Medicare patients he did not inform me or the patient's that he had been prohibited from participating in the Medicare program.
3. Dr. Thompson never told me while in the in the presence or out of the presence of, patients or any other person, that he was barred or had ever been barred from participating in the Medicare program.
4. I am not aware of any direct conversations that Dr. Thompson had with Tony Megna concerning these matters. Tony is in the Darlington office once or twice per week, and I work with him closely during these times. I am unaware of Dr. Thompson ever meeting nor talking with Tony at any time since he left the employ of Plaintiff; and I was employed with Plaintiff prior to Dr. Thompson's employment.

FURTHER THE AFFIANT SAYETH NOT.


Barbara Stokes, RN

SWORN TO BEFORE ME this

 day of March 2011.

 (L.S.)

Notary Public for South Carolina

My Commission Expires:

~~My Commission Expires~~
August 10, 2017

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON
IN THE COURT OF COMMON PLEAS

Pee Dee Health Care, P.A.,

Plaintiff,

v.

Estate of Hugh S. Thompson,

Defendant.

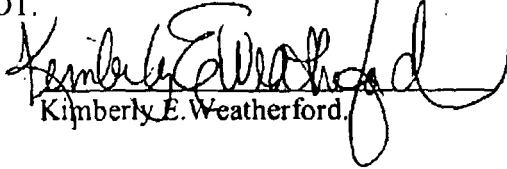
AFFIDAVIT

10-CP-16-0332

NOW COMES Kimberly Weatherford, Deponent, who first being duly sworn, deposes and says:

1. I am an employee of Pee Dee Health Care, Pa, and was so employed during the time Dr. Hugh Thompson practiced at Pee Dee Health Care, PA. as the billing supervisor. In such capacity, I saw and spoke to Dr. Thompson on many occasions.
2. At no time did Dr. Thompson inform me that he was barred from the Medicare program or he could not provide billable services to Medicare patients.
3. My staff billed Medicare on numerous occasions for serviced performed by Dr. Thompson and at no time did he object to the billing of these services nor inform us any reason he was unable to provide medical services to Medicare beneficiaries.
4. I am not aware of any conversations that Dr. Thompson had with Tony Megna concerning these matters. Also, Tony is in the Darlington office once or twice per week, and I work with him closely during these times. I am unaware of Dr. Thompson ever meeting nor talking with Tony at any time since he left the employ of Plaintiff; and I was employed with Plaintiff prior to Dr. Thompson's employment.

FURTHER THE AFFIANT SAYETH NOT.


Kimberly E. Weatherford.

SWORN TO BEFORE ME this

9th day of March, 2011.

 (L.S.)

Notary Public for South Carolina

My Commission Expires:

My Commission Expires
August 10, 2017

THE STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF DARLINGTON)
)
PEE DEE HEALTH CARE, P.A.) MARCH 16, 2011
)
)
PLAINTIFF,)
)
)
VERSUS) MOTION HEARING
)
)
THE ESTATE OF HUGH S. THOMPSON) 2010-CP-16-00332
)
)
DEFENDANT.)
)

BEFORE

THE HONORABLE J. MICHAEL BAXLEY

APPEARANCES

Tony R. Megna, Esquire
Attorney for Pee Dee Mental Health

Jon Rene Josey, Esquire
John Jay James, Esquire
Attorneys for the Estate

Pamela Ozment-Cartee
Circuit Court Reporter

Motion To Disqualify

Page 03

Ruling of the Court

Page 36

Certificate of Reporter

Page 41

DEFENDANT'S EXHIBIT

NUMBER	DESCRIPTION	PAGE
1	Letter - Dear Tony	12

1 (Whereupon, this hearing began 1:40 p.m.
2 on Wednesday, March 16, 2011.)

3 **THE COURT:** All right. Then the next matter
4 we have is Pee Dee Health Care versus The Estate of
5 Thompson.

6 Please be seated, and let me begin with a bit
7 of introduction, and then we will come across and let
8 everyone introduce themselves, and tell us who you have
9 with you, that is your client, so that we can make sure
10 that our record reflects that.

11 This case was set especially today for the
12 hearing of certain motions. The Court began to discuss
13 back in February with counsel about the outstanding
14 motions that are still pending in this case.

15 Back in mid February, we made the decision
16 that we would go ahead and hear certain motions in
17 March. Mr. Megna had a conflict with the month of
18 March, but was able to rearrange his schedule so that we
19 could be here today. There are certain motions pending,
20 but the first motion we all agree that we would hear,
21 because it may be dispositive as to Mr. Megna's role in
22 this case, which is the motion by The Thompson Estate to
23 disqualify Mr. Megna as counsel.

24 Now, that is where we will start today. There
25 are other matters as well that I know are pending. But,

1 let's come across and let everyone introduce themselves.
2 And we will start with the plaintiff, Pee Dee Health
3 Care. Mr. Megna, please introduce yourself and anyone
4 you have with you.

5 **MR. MEGNA:** My name is Tony Megna. I am
6 general counsel for Pee Dee Health Care, and this is Mr.
7 Mark Matthews, he is Vice President of Operations for
8 Pee Dee Health Care.

9 **THE COURT:** Welcome.

10 **MR. MEGNA:** Thank you.

11 **THE COURT:** And, now to the other side.

12 **MR. JOSEY:** Judge, I am Renee Josey. I
13 represent the estate of Dr. Thompson. Of course J.
14 James also represents the estate. And here with us
15 today are the two personal representatives of the
16 estate, which are Dr. Thompson's children, Louis
17 Thompson Dailey, and Hugh Thompson, III.

18 **THE COURT:** Thank you. And welcome to the
19 courtroom.

20 All right. I believe that we are in agreement
21 that the first matter is the question of the
22 disqualification of Mr. Megna. I have received Briefs
23 or Memoranda on both sides of that, including
24 substantial exhibits. I have had the opportunity to
25 review those. You are the moving party, Mr. Josey, or

1 Mr. James. I will be glad to hear from you.

2 MR. JOSEY: Thank you, Judge. And Mr. James
3 and I have kind of divided up our presentation. I don't
4 know if you are under a time constraint with the jury
5 coming back, or?

6 THE COURT: No, I have next Monday, I've got
7 to be in court. So, we are okay.

8 MR. JOSEY: All right. We will try to meet
9 that.

10 THE COURT: All right. Very good.

11 MR. JOSEY: I thought, Judge, I know that
12 you have heard of or that they made an appeal from
13 Probate Court, but I am not sure that we have ever
14 briefed you on any kind of the background of the case.

15 THE COURT: Yes, please do.

16 MR. JOSEY: I thought that I would tell you
17 a little bit about the background of the case, to put
18 our motion in context.

19 This case involves determining who should be
20 responsible, after a decade of the events, and after the
21 death of Dr. Thompson for an error in not confirming his
22 Medicare credentials, back when he worked at Pee Dee
23 Health Care over a decade ago.

24 Because the Medicare are contractors in this
25 case, and you may have heard of Palmetto GBA, they are a

1 contractor for Medicare. They issued Dr. Thompson a new
2 Medicare Provider Number after he had been suspended for
3 a while. He was suspended by the South Carolina Medical
4 Board from 1994 until 1998. But after that suspension,
5 he reapplied through a new employer, not Pee Dee Health
6 Care, for a new Medicare Provider Number, and was issued
7 a new Medicare Provider Number. And that new employer
8 started billing Medicare, and Medicare started paying.
9 And then he moved to Pee Dee Health Care. And he
10 actually went on to a third employer, First Choice in
11 Florence. So he worked for three different employers,
12 all of whom were assigned Medicare benefits, and all of
13 whom collected Medicare benefits after his suspension,
14 because he had a new Medicare Provider Number issued to
15 him.

16 **THE COURT:** And I believe when he was first
17 reinstated, he was required by the Medical Board to
18 practice with Dr. Fowler. Am I correct in that?

19 **MR. JOSEY:** That's right.

20 **THE COURT:** All right. I am familiar.

21 **MR. JOSEY:** Okay. And, it was only after a
22 period of time when he was actually with his third
23 employer that someone at Medicare realized that he
24 hadn't --- a second hoop hadn't been jumped through.
25 That even though he had been issued a new Medicare

1 Provider Number, he had not been reinstated by the
2 Medicare Inspector General, which is a different hoop
3 that you are supposed to jump through. Two of Dr.
4 Thompson's three employers managed to avoid liability to
5 Medicare. Either through well done appeals, or through
6 statute of limitation and not being pursued. But two of
7 them managed to avoid liability Medicare. Pee Dee
8 Health Care was not so lucky. They were assessed by
9 Medicare. A little over \$200,000.00 dollars that
10 Medicare wanted to be paid back, and because Dr.
11 Thompson was not fully credentialed through his period
12 of his employment with them, and during the period he
13 assigned benefits to them. Pee Dee Health Care, which
14 was held liable by Judge Metry, in an order that we
15 attached as Exhibit A to our Motion, primarily because
16 Judge Metry found that there was an affirmative duty on
17 any contracting employer to check out the credentials,
18 and to make sure that the credentials were in place
19 before they accepted assignment of benefits and started
20 billing Medicare. And Judge, just so you know, I have a
21 bulletin from Medicare that kind of reaffirms that. I
22 know we are not arguing the merits today, but I just
23 thought that I would --

24 **MR. MEGNA:** Excuse me, Your Honor. I think
25 at this point in time, Mr. Josey has been here for a

1 while. I sent them an email on Sunday night asking to
2 please give me any information they have. And I object
3 to them giving you any information at the last minute
4 like this. That is an unexpected surprise. I don't
5 care what it says. It is inappropriate. He knows it is
6 inappropriate. And I would ask the Court to not take
7 judicial notice of it. He should have had the good ---
8 just the good manners to have provided this to me before
9 he hands it to you. I have nothing to do this. We gave
10 them our information five days ago, and it is just bad
11 manners. And I think this court, within its discretion,
12 could say, no, thank you.

13 **THE COURT:** Do you want to reply to that Mr.
14 Josey?

15 **MR. JOSEY:** Just to say Judge, that Judge
16 Metry's order was based on the fact that found an
17 affirmative duty. This is basically to promulgate the
18 statute and the regulations you abide by.

19 **MR. MEGNA:** I objection, Your Honor. Again,
20 because I haven't had the chance to respond to it. And
21 I specifically sent Mr. Josey a email on Sunday night,
22 and asked them to please provide me any information.
23 And I think it is inappropriate for him to do so now.
24 And I think this court should take judicial notice of
25 the fact that they totally ignored it. And that under

1 the Rules of Professional Responsibility --- And I know
2 that is what I'm being accused of, I think they have
3 absolute responsibility to be fair to the Court, and
4 fair to opposing counsel, and fair to the opposing
5 party, and this is not fair under any sort of
6 circumstances.

7 **THE COURT:** Very good. I'll sustain his
8 objection, and will not accept the documents, Mr. Josey.
9 Go ahead with your argument, sir.

10 **MR. JOSEY:** I understand, Judge. That's
11 fine. And like I say we are not arguing merits, I just,
12 kind of wanted to give you some background.

13 Judge Metry's Order is attached to our motion
14 as Exhibit A, and of course this litigation was brought
15 after Dr. Thompson could no longer speak for himself,
16 and died. And we are being asked to defend things that
17 Dr. Thompson was involved with over a decade ago. Now,
18 the basis of our Motion, of course, is that we think Mr.
19 Megna is a central witness in this case. And he should
20 not be allowed to wear two hats in the presentation of
21 this case.

22 Mr. James is going to tell you why we think he
23 is a key witness. And I am going to address the law
24 about that.

25 **THE COURT:** All right. Go ahead, Mr. James.

1 **MR. JAMES:** May it please, The Court? A
2 couple of preliminary matters.

3 We have not accused Mr. Megna of professional
4 misconduct. We are here today to avoid any possibility
5 that there could be misconduct with him possibly serving
6 at the trial as counsel and as a witness. He can't be a
7 fact witness and an advocate.

8 In Mr. Megna's cover letter with his various
9 returns to motions that he sent last Friday, he said
10 that we had refused to allow the personal
11 representatives to be deposed.

12 In January, Mr. Megna noticed their
13 deposition. We notified Mr. Megna's law partner that we
14 thought the depositions would better be postponed until
15 after various motions had been heard. And Mr. Megna, by
16 letter addressed to me on February the 3rd, said my
17 suggestion is that we agree to suspend all depositions
18 and other pending motions until the Motion to Disqualify
19 has been heard. We have not refused to let our clients
20 be deposed. In Mr. Megna's statement in his cover
21 letter to the Court is in error.

22 Getting to the merits of whether Mr. Megna
23 would be a necessary witness. Mr. Megna is the Chief
24 Executive Officer, as well as General Counsel to Pee Dee
25 Health Care. When we filed our Motion to Disqualify, we

1 believed that to be the case, but we were not absolutely
2 certain. We did find a record in Florence County,
3 certain documents and other litigation that he had filed
4 documents with Medicare claiming --- holding himself out
5 to be the Chief Executive Officer of Pee Dee Health
6 Care. Our purpose in attaching those Medicare
7 application documents was not to interject the Lake City
8 litigation into this litigation. In no way can our
9 including documents that Mr. Megna himself filled out
10 and submitted to the government be construed as an
11 attempt by us to accuse Mr. Megna of being dishonest and
12 untrustworthy as he said in his return to our motion.
13 Nothing of the sort. He has now in his return admitted
14 that he is the CEO of Pee Dee Health Care.

15 This status creates the probability that in a
16 case of this nature, he will be a necessary witness.
17 And in the discovery and in the pleadings, he has
18 admitted certain things, and has alleged certain things
19 that make it very plain that he is a necessary witness.

20 In his Complaint, he refers to an unsigned,
21 undated letter that he said was given to him by Mr.
22 Megna. I believe it is Exhibit HH, in the plaintiff's
23 return. He says that this letter was given to him
24 presumably around June 1, 2007, by Mr. Megna. And in
25 the Complaint, this letter was said to be an exhibit.

1 It was not attached to the Complaint. In fact, there
2 were three things that were said to be exhibits to the
3 complaint, and none of them were attached; none of them
4 were filed. But we understand that this undated,
5 unsigned letter supposedly given by Dr. Thompson to Mr.
6 Megna, is the exhibit referred to in the Complaint.

7 And in the Complaint, the plaintiff alleges
8 that this unsigned, undated letter constitutes an
9 admission by Dr. Thompson that he has not provided
10 accurate information to the plaintiff upon and during
11 his employment with plaintiff, or to Medicare, or to his
12 provider, an assignment of benefit applications to
13 Medicare. So, this supposedly is the smoking gun. This
14 is the document that shows that the now deceased Dr.
15 Thompson admitted that he had given bad information to
16 Pee Dee Health Care.

17 The letter in question --

18 **THE COURT:** I have it. It is attached to
19 your Brief. I have it.

20 **MR. JAMES:** It is attached to their brief.

21 **THE COURT:** All right. Very good.

22 **MR. JAMES:** It is Exhibit HH.

23 **THE COURT:** Do you want to make it an
24 exhibit to this hearing today?

25 **MR. JAMES:** We can, Your Honor.

1 **THE COURT:** Any objection?

2 **MR. MEGNA:** No objection, Your Honor.

3 **THE COURT:** Let's just take a moment and
4 make that what would be Defendant's 1.

5 **WHEREUPON, DEFENDANTS EXHIBIT**

6 **NUMBER 1 IS MARKED AND ADMITTED**

7 **INTO EVIDENCE WITHOUT**

8 **OBJECTION.**

9 **THE COURT:** Go ahead.

10 **MR. JAMES:** The letter in question is
11 addressed, Dear Tony. Presumably, Tony Megna, but don't
12 know for sure. If the Court would look in the lower
13 right hand corner of the letter, it will see a notation
14 that did not completely copy out. That our pending
15 Motions to Compel, we have asked for a copy of this
16 letter that would show completely the notation in the
17 bottom right hand corner. But they have resisted that
18 motion, and they say that everything that we have asked
19 for is attorney client privilege, or attorney work
20 product. Assuming that this letter came from Dr.
21 Thompson, and we certainly do not admit that. Assuming
22 that it came from him, it appears that this refers to
23 facts that were going on in 1999 when Dr. Thompson's
24 medical licenses were briefly suspended, because of his
25 failure to take a urine sample. And the notation in the

1 lower right hand corner appears to substantiate that
2 this had the date of December the something 1999. But
3 without being able to see the full thing, we don't know.
4 But we think this was probably generated in 1999, not in
5 2007. But in any event it does not constitute the
6 smoking gun admission that the complainant in this case
7 alleges. We believe that Mr. Megna would be a necessary
8 witness in discovery, and possibly at trial for us to
9 find out the circumstances of this letter.

10 On page 14 of the plaintiff's return, and at
11 several other places in the plaintiff's return, Mr.
12 Megna expresses himself with great indignation that we
13 have indicated that he should be a witness on this. He
14 says that we are referring to --- that he doesn't need
15 to be a witness, because the document in question came
16 from us. Well, he is referring to a 2004, two page
17 memoranda that Dr. Thompson prepared I think, for his
18 employer First Choice, and he met with them about his
19 Medicare eligibility. And we provided that document to
20 the plaintiff in discovery. That is not the document
21 that we want to examine Mr. Megna on. Mr. Megna has
22 even said that we are engaged in virtual misconduct in
23 connection with wanting to ask him about well, their own
24 document. We want to ask him about Exhibit HH, Your
25 Honor, which is his exhibit in his complaint.

1 And in answers to the Plaintiff's
2 Interrogatories, which we have listed relevant
3 information in Exhibit C to our Motion, Mr. Megna or Mr.
4 Matthews has indicated that Mr. Megna is a party with an
5 economic interest in the outcome of this. That he
6 attempts to disqualify himself as being a fact witness
7 because of the Dead Man Statute. We will address that
8 in more detail later.

9 He indicates further that Dr. Thompson
10 communicated to him by telephone, in addition to this
11 letter, concerning the adverse Medicare determination in
12 the late spring or early summer of 2007.

13 And finally, in the Answers to the
14 Interrogatories, Mr. Megna says that he was the only
15 person involved at Pee Dee Health Care with the
16 Administrative Appeals of the Medicare determination,
17 which unfortunately turned out unsuccessful for Pee Dee
18 Health Care, but turned out successfully for First
19 Choice.

20 The Chief Executive Officer of an organization
21 such as Pee Dee Health Care would also be a witness in a
22 host of other ways, which are clearly elaborated in our
23 Motion. And many of those would not involve the Dead
24 Man Statute, or other issue of privilege.

25 There would be issues about administrative

1 policies and procedures, including employment
2 applications, employment contracts. There would be
3 issues about records keeping. For example, in this
4 case, we have been advised that any personnel records of
5 Dr. Thompson were destroyed pursuant to, personnel
6 instruction policies of Pee Dee Health Care. We have
7 asked for certain documents such as, job application,
8 employment contracts, employee evaluations to be
9 provided to us, and they say they are not available to
10 be provided to us. We would have questions about
11 employee screening, employee credentialing. What
12 questions do you ask an employee to find out, does he
13 have a valid, and in force medical licenses? Does he
14 have all of his credentials up to date with Medicare,
15 Medicaid. What about due diligence procedures to see
16 that they do everything that they should do? We would
17 want to know what happened with their Medicare appeal,
18 and why. We have been trying to get information from
19 them including their filings with the various levels.
20 There are four levels. They claim to have gone to all
21 four levels. We still do not have the Medicare Appeals
22 Council decision, which is the fourth. They say that is
23 Exhibit S of their return. Exhibit S instead, is the
24 key to Administrator's decision. That is step number 2.
25 We have previously been provided that. But we need to

1 ask questions about that. We want to know what they
2 argued and why they lost. We want to know about their
3 alleged damages. They are saying in their Complaint
4 that there are huge consequential damages. That because
5 they have had to pay Medicare back somewhat more than
6 \$200,000.00 dollars, that their organization has been
7 crippled, Your Honor. That they have not been able to
8 afford to hire additional doctors that they need. We
9 have asked further to show what their income is, such as
10 income tax returns for the years in question. Again, we
11 have been told that we are asking for attorney work
12 product, or attorney client privilege information. But
13 we need to know what is the basis for the damages, and
14 the CEO of the organization would be the best person to
15 get us that information.

16 We are entitled, Your Honor, to depose and
17 discover these facts from any witness. Not just the
18 witnesses that they want to provide to us. They say oh,
19 Mr. So-and-so, or Mrs. So-and-so can tell you this, or
20 can tell you that. Well, they are not entitled to pick
21 and choose the witnesses that we want to find out the
22 facts from. We think the CEO, who is the chief accuser
23 in this case, should be subject to deposition. We
24 should be able to find out what we need to find out, so
25 that we can advise our clients properly. And so we can

1 discharge our obligations to our clients, and to this
2 court, and to our justice system.

3 We think that Mr. Megna's credibility on
4 various issues will be important in this case, Your
5 Honor. They have accused Dr. Thompson, a dead man, of
6 fraudulent, deceitful, dishonest conduct. We are
7 entitled to see what the credibility of the accusers
8 are, and show that to a court, and to a jury.

9 At the time that Mr. Megna alleges that Dr.
10 Thompson had a conversation with him in the late spring
11 of 07, about the Medicare determination matter. He says
12 on page 6 of his return, that at that time the
13 undersigned, being Mr. Megna, closed any further
14 discussions with the decedent, and advised the decedent,
15 the undersigned, to not discuss the matter with him, and
16 that was the length of the conversation. Well, we need
17 to find out more about those kinds of alleged contacts.
18 At that same time, Mr. Megna now says that the decedent
19 gave to him miscellaneous records, which I believe are
20 Exhibit D of his return. At an earlier time Mr. Megna
21 gave those to me last July. He said that these were
22 records that Dr. Thompson apparently delivered to them,
23 at some point in time, but not indicated that they were
24 delivered at a very important time, and presumably being
25 met by Dr. Thompson to be helpful in this matter. The

1 records in concern have nothing to do with this matter.
2 One of them is a personal real estate contract on
3 property in 1999. Others are copies of the diplomas,
4 and certificates, professional certificates and that
5 sort of thing. None of them have anything to do with
6 the Medicare determination. We need to ask Mr. Megna
7 about those documents, to see where they came from.

8 The response of Pee Dee Health Care to our
9 Motion to Disqualify Mr. Megna, confirms in other ways
10 that he is a witness. Exhibits P and U, are served to
11 constitute agreements by Dr. Thompson and First Choice,
12 but they undertook an affirmative duty to keep Pee Dee
13 Health Care advised of the progress of their Medicare
14 appeals.

15 Well, if you look at Exhibits P and U, each is
16 an email. Exhibit P is an email from Mark Matthews, an
17 employee of Pee Dee Health Care to Tony Megna. Exhibit
18 U, is an email from Tony Megna to Dean Banks, who is the
19 Chief Executive Officer of First Choice. Neither email
20 is supportive of the contention that they constitute
21 agreements by Dr. Thompson and/or First Choice to Pee
22 Dee Health Care advised. Mr. Megna --

23 **THE COURT:** We need to take just a little
24 break here for our court reporter.

25 **(PAUSE.)**

1 **THE COURT:** Thank you, Mr. James. Go ahead.

2 **MR. JAMES:** Mr. Megna is the presumed receipt
3 of one of those emails. And he is the apparent sender
4 of the other email. Both of these are said to
5 constitute important pieces of evidence by Pee Dee
6 Health Care. We think we are entitled to ask
7 appropriate questions of Mr. Megna as to the content of
8 these emails, the contexts of the emails, etcetera.

9 Your Honor, that concludes my portion of this
10 presentation. And I will turn it back over to my co-
11 counsel, Renee Josey.

12 Thank you, Your Honor.

13 **THE COURT:** Thank you. Mr. Josey, do you
14 want to speak on the law?

15 **MR. JOSEY:** Yes, sir. I do have one more
16 factual addition to add. In Mr. Megna's response, he
17 mentions that --- in a footnote, I think. It is
18 footnote six, that my firm had been admonished for some
19 discovery abuses somewhere. He doesn't identify what
20 litigation he is talking about. I kind of polled my
21 office by email, and nobody knows what he is talking
22 about.

23 **THE COURT:** Okay.

24 **MR. JOSEY:** But, if the Court wants to hear
25 any consideration of that, I will be glad to address it.

1 Let me address the law, Judge. Again, we
2 haven't accused Mr. Megna, of anything unethical. We
3 are trying to prevent something unethical from
4 happening. Rule 3.7, of The Rules of Professional
5 Conduct, which I am sure you have had a chance to look
6 at, indicates that a lawyer can not be both an advocate
7 and a witness in a matter. And it does give three
8 exceptions. The first exception being, if it is an
9 uncontested issue. Well, as you heard from Mr. James,
10 the things that we want to depose Mr. Megna about, and
11 examine Mr. Megna about, are definitely contested.

12 Number two is, if it has to do with the nature
13 or value of legal services rendered. That is not what
14 this is about either. We are not interested in legal
15 services, and the value thereof, like in Family Court
16 cases when we are trying to collect fees or something
17 like that.

18 Or number three, if there is a substantial
19 hardship. We don't believe there is a hardship here,
20 because early on in this case, early that summer before
21 I was even associated with the case, Mr. James raised
22 this concern with Mr. Megna, and with Mr. Matthews, who
23 is Mr. Megna's partner. And as you will see in our
24 Motion, we don't claim that Mr. Matthews is
25 disqualified. Because, Mr. Matthews, as far as we can

1 tell, wasn't critically involved in these communications
2 with Dr. Thompson. So, Mr. Matthews would not be
3 disqualified. Mr. Matthews has been involved in this
4 case. He, in fact, signed the Complaint originally.
5 So, he is familiar with these matters, and copied with
6 these things, and it will not be a hardship for Mr.
7 Matthews to assume the fore-role, [sic] if you will,
8 instead of just a shared role representing Pee Dee
9 Health Care.

10 Mr. Megna's response does raise the suggestion
11 that maybe the Court can split hairs and say that he
12 couldn't be the lawyer at trial, but maybe could be the
13 lawyer for some pretrial functions. And, Judge, that
14 may be possible. Let me tell you what our concerns are.

15 Our concerns are two fold. First of all, we
16 don't want Mr. Megna wearing two hats in front of a
17 jury. And I think that is clearly covered by the rules.
18 But, we don't want that to occur, whether it is at a
19 trial, or whether it is in a deposition. Whether it is
20 in Mr. Megna's deposition, or the deposition of other
21 witnesses. Because, we don't know now what deposition
22 testimony might be used, or might be needed at the trial
23 in front of the jury in this case. So, that is a
24 concern. We don't want Mr. Megna to wear two hats in
25 front of a jury. And we think that is what the rule is

1 meant to address.

2 Our other concern is that we don't want the
3 plaintiff, Pee Dee Health Care to use Mr. Megna as a
4 sword when they want to by saying, he received critical
5 communication from your client, Dr. Thompson, and he is
6 the one that these affirmative duties were manifested
7 to, but. So, we are going to use him as a sword, but we
8 are going to use him as a shield. If you want to depose
9 him, if you want to make him a witness, it is all
10 privileged, it is all work-product, and you can't ask
11 him about it. And they can't have it both ways, Judge.
12 That is why it was somewhat preempted, but we went ahead
13 and Briefed that in our Motion. And we are not asking
14 him about litigation strategies in this case. We are
15 not going to ask him about confidential matters. We
16 want to ask him what happened on the public record. We
17 want to ask him what happened to that fourth level of
18 appeal. Because, if they have succeeded at that fourth
19 level of appeal, we wouldn't be here. We want to ask
20 him about his communications with our client before
21 employment; during the employment application process.
22 All of the things that Mr. James told you about. The
23 employment application. What are your procedural steps
24 in your policy manual, what do they say about
25 credentialing? Because, we know what Medicare

1 regulations says, and the statute says. We want to know
2 what they did to comply with the Medicare regulations
3 and statute. And those are all things that don't call
4 for privileged information. We also went ahead and
5 addressed the Dead Man Statute, to the extent that we
6 are asking him about Medicare compliance, and Medicare
7 credentialing. That doesn't involve any dead man
8 testimony. And, as I think we made clear in our
9 Briefing, the Dead Man Statute is an evidentiary
10 objection that these clients can raise if they want to
11 at trial. It is not a tool for the plaintiff, who has a
12 financial interest to use. It is a tool that we, our
13 clients can use. It is somebody with a financial
14 interest in the matter is going to claim that the dead
15 man said something in front of a jury. It doesn't mean
16 that those people are insulated from discovery. In
17 fact, as I indicated in the Brief, we don't know how
18 extensive the Dead Man's Statute might apply until we
19 take depositions to see what communications did you have
20 with a dead man, and who had them? Until we do that,
21 we don't know exactly what we might have the option of
22 raising the Dead Man Statute too.

23 And there is a case --- Judge Sanders authored
24 an opinion about discovery not being hindered by the
25 Dead Man's Statute, because it is the type of objection

1 that is reserved for trial, and it is not raised in
2 discovery. But, again, I think Pee Dee Health Care is
3 trying to use it as a shield to hide any weaknesses that
4 might exist in their case, while at the same time
5 asserting that Mr. Megna is a sword that can't be
6 discovered or inquired into.

7 So, Judge, that is why we are here. We
8 haven't accused anybody of anything wrong yet. But, we
9 don't think Mr. Megna needs to wear two hats.

10 **THE COURT:** All right. Thank you. And in
11 reply, Mr. Megna?

12 **MR. MEGNA:** Your Honor, I certainly feel
13 accused. It certainly came across to me as accused. I
14 certainly think the tone is accusatory, first of all.
15 Second of all, the letter that they refer to is ---
16 excuse me. Is a letter that my office received in the
17 mail from Dr. Thompson. I fully disclosed it to them.
18 Fully and completely. I, at the time we were doing
19 this, yes I am the CEO and General Counsel of Pee Dee
20 Health Care. We had well in excess of a hundred
21 employees. I have a business manager who handles --- a
22 Vice President of Operations. And quite frankly I
23 handle none of that, and I don't know of many CEOs that
24 do. I don't know how they can. I just don't understand
25 it. I never did it. I don't do it. Period, end of

1 discussion. The only thing that I have done here today
2 is, since day one fully and completely disclosed to
3 these folks what I have. Dr. Thompson did in fact call
4 me. I fully disclosed it. As soon as he told me that
5 he an attorney representing him, or he told me --- I
6 said, I can't talk to you. I'm not going to talk to
7 you. I'm not going to do it. He sent some documents in
8 the mail to my office. I fully disclosed them. They
9 know anything and everything about those documents that
10 I know. I know nothing. As far as critical testimony
11 goes, they have not described one thing here today that
12 can possibly be considered critical information;
13 nothing. They have this one letter that Dr. Thompson
14 voluntarily sent to my office that ended up on my desk.
15 When I received it, I put in a file that I kept, and
16 that I disclosed it to them when they asked for it.
17 That was all there was to it.

18 As far as Medicare goes, and I think this is a
19 critical distinction. Medicare did not sue Dr.
20 Thompson. Medicare sued Pee Dee Health Care. I
21 defended Pee Dee Health Care. I was general counsel to
22 Pee Dee Health Care. Anything that I did in that role,
23 speaking with my partners or my employees, is absolutely
24 privileged information. Now, do they have access to the
25 --- Can they have access to the orders? Your Honor, I

1 honestly don't know how this QIC exhibit got in there,
2 and I apologize for that. If we have that document, we
3 are happy to give it to them. As a matter of fact, my
4 recollection is, I have provided that document to them
5 during discovery. That was the decision. But, as far
6 as my personal work product goes, I think it is just
7 outlandish that they would sit here and say that they
8 can look at my personal work product that I discussed
9 with the principals of Pee Dee Health Care, and because
10 it is critical information regarding what they consider
11 the fact that I didn't do my job, and that is what they
12 eluded to in here. I didn't do my job. That they would
13 somehow say that that gives them the right to then cross
14 examine me. Well, that is not true. That is not true
15 at all. The Supreme Court has made it absolutely plain
16 that attorney work product is privileged. Now, the
17 results of that, they want to go get the documents from
18 Medicare, I don't care. As a matter of fact, I know
19 that I gave them that. But, if I have it again, I will
20 provide it to them. And I apologize to the Court that
21 somehow another this QIC document got in here. I have
22 no problem with them having the decision. The other
23 documents that they refer to was because it evidences
24 that Mark Matthews, exactly who he said, had everything
25 to do with this, not me. He dealt with Dean Banks. He

1 dealt with Dr. Thompson, not me. And they promised, and
2 he will testify that --- He is welcome to do it today,
3 because his Affidavit is in there. He testified that he
4 put in his Affidavit that they promised to provide him
5 information. And the irony is that the decision that
6 they got, that was in favor really of First Health, and
7 Dr. Thompson by proxy was disclose --- they didn't
8 disclose to you was provided several weeks prior ---
9 several months, several weeks prior to a decision being
10 issued in our case. If we had had that, it would have
11 probably been collateral estoppel, res judicata, I can
12 come up with something. There is no doubt about it. I
13 could have provided that opinion to the LLC, who was a
14 different judge, who came up with a different opinion.
15 That is the whole thing in a nutshell. But we are not
16 suing Dr. Thompson over that. We know what the Medicare
17 Statutes require of us. And, yes, they said that by
18 proxy we basically have --- I guess you would call it
19 some type of complete liability in the case, regardless
20 of the fact that Dr. Thompson --- and I hate this --- He
21 lied. Dr. Thompson did not tell the truth. We were
22 provided exhibit after exhibit. Mr. --

23 **MR. JAMES:** James.

24 **MR. MEGNA:** James, excuse me. He said in his
25 answer repeatedly the duty of loyalty that Dr. Thompson

1 had to us. We provided three letters from Medicare
2 prior to him coming to work for us that I had never
3 seen. That I had no knowledge of. Where Medicare had
4 asked them for information, and he came to our office
5 and never provided them to us. The Dead Man Statute,
6 the Dead Man Statute does not say what they say it says.
7 It says, it bars examination. It doesn't say
8 examination at trial. It doesn't say examination at
9 depositions. It says it bars examination. It seems to
10 me very, very simple. The case that he has cited did
11 not say that they could take a deposition. It recited
12 deposition testimony. I don't know, and neither do
13 they, whether or not any objections were made to that
14 deposition. But, our Supreme Court has done everything
15 they could to restrict what the Dead Man's Statute says,
16 and it doesn't apply to documents. No problem. But it
17 applies to examinations. They can't have it both ways.
18 There is nothing that says that it is shield used for
19 their purposes. It is a shield period. The Supreme
20 Court has said, if you are going to apply it in one
21 direction, you apply it in both directions. It is not
22 so that they can go take depositions Willie-Nellie.
23 That they can go take depositions of whoever they want
24 to take, so they can decide whether or not they can use
25 information against us in some manner. The Dead Man's

1 Statute says, that if a party has an interest in the
2 outcome of the judgment, he cannot be examined. I
3 Admitted that I had an interest in the outcome of the
4 judgment. I cannot be examined as a matter of law. It
5 is not a question of --- It is a question of
6 admissibility. What could they possibly gain from
7 taking my examination, when it is not admissible. And
8 on top of that, it doesn't bar the admissibility of it,
9 it bars the examination of it. I cannot be examined. I
10 didn't make that law up. The legislature did. This
11 court, respectfully, is bound by it. As am I, as are
12 the defendants. On top of that the Pee Dee Health Care
13 is complaining about, is not the fact that we had to pay
14 Medicare back per se, but the fact that Dr. Thompson
15 admittedly owed us a duty of loyalty to tell us the
16 truth. We are not suing Medicare. We are suing them --
17 - him unfortunately for not telling the truth. We did
18 wait until he passed away, and we did that on purpose.
19 I would be the first to admit that I did that on
20 purpose. And the reason I did it on purpose was because
21 I didn't want to cause him further agony, and
22 humiliation, and damage, knowing what I knew. And I
23 knew that he was not going to live. It was an act of
24 mercy, and it was an act of calmness. It is
25 inappropriate, and it is wrong for them to now say ---

1 and I understand that it was the only string that they
2 had available. Well, Pee Dee Health Care didn't deal
3 with Medicare, so sorry. It is Pee Dee Health Care's
4 fault. We are suing him for indemnification. Where is
5 the Complaint please? Several, but mainly
6 indemnification. The inability of --- his lack of
7 ability of telling us the truth. Whether or not he
8 forgot or not, there is a duty of loyalty to us. A duty
9 of truthfulness. They have admitted in their Answer,
10 which I put in my Return. This is a case that is right
11 for Summary Judgment. They had no discernable defense.
12 And they know they had no discernable defense. So the
13 only thing that they could do was to come up with
14 reasons to bar. Reasons to tell this Court well, Mr.
15 Megna knows this. Mr. Megna knows that. Mr. Megna is a
16 necessary witness. What one piece of evidence have they
17 produced? Evidence that they produced that I am a
18 necessary witness? None. Because, there is none. Like
19 I said, I have not given them a decision. Well, if I
20 have it, and I know I have, I will give it to them
21 again. There is no evidence before this court, none.
22 And, yes, sir. I apologize if I sound a little outraged,
23 because I am. Because, you had better believe this is
24 an issue of character assignation. This is an issue of
25 honor. And yes, sir, you had better believe the Lake

1 City litigation plays into it, because what they didn't
2 tell you is they also asked me questions on the
3 interrogatories, please explain to us what the claims
4 were that were filed by Lake City on behalf of Dr.
5 Thompson. Lake City did not get evolve until seven
6 years after Dr. Thompson left our practice. If you
7 think for a second --- if this Court thinks for a second
8 that their issues are not insidious, it is just wrong.
9 They are. And it would cause undue hurt to our
10 organization. We are not financially able to bring
11 somebody else up to date. And, yes, Mr. Matthews and I
12 do practice together, because my partner saw fit to let
13 me do something to assist somebody else. That he would
14 have to bring himself up to date, not knowing a thing
15 about this case. Just on accusations, and inappropriate
16 accusations.

17 **THE COURT:** Well, the disqualification would
18 go to the entire firm; would it not?

19 **MR. JOSEY:** No, sir. And we addressed that.
20 As I said earlier, it would not disqualify Mr. Matthews.

21 **MR. MEGNA:** Talk about splitting hairs.

22 **MR. JOSEY:** It is in our Motion.

23 **THE COURT:** Thank you.

24 **MR. MEGNA:** In other words they want to have
25 it both ways. But they have to show some evidence, some

1 evidence that I am a necessary witness. All the cases
2 that I have cited indicated that every Court --- just
3 about every Court that has considered this issue, has
4 said a Court needs to view this issue with great
5 suspicion, because it is a litigation tactic, and an
6 inappropriate litigation tactic. And it is used to do
7 exactly what they are trying to do, undermine our
8 efforts to be indemnified for the wrongs that were
9 committed against Pee Dee Health Care. I had a Director
10 of Business Operations, who can testify as to damages.
11 I don't know about the damages. I didn't do that. I'm
12 the CEO of the organization. I admit that I am the CEO
13 of the organization. But, I am also the general counsel
14 to the organization. I have a right to bend over to
15 defend my client. And Pee Dee Health Care is my client.
16 If they had a fact that would show this court, or
17 demonstrate to this court that this court could hang its
18 hat on, that I was a necessary witness, which the cases
19 have said you can't get it from some place else, that
20 may be one thing. But the truth of the matter is, they
21 don't have a defense. We have fifteen to sixteen
22 different causes of action. But they all basically come
23 down to the same thing. He didn't tell the truth. Now,
24 I understand that he says that he forgot. That is what
25 the documents show. We have given this court over five

1 hundred pages of documents, or seven hundred pages of
2 documents that were produced during discovery. One of
3 them is a letter that Mr. James referred to. We didn't
4 see until it was produced to us during discovery from
5 First Health and by Mr. James, where Mr. James produced
6 it to us as an admission against Dr. Thompson and what
7 he said. Yeah, I didn't do it. I forgot. This case is
8 right for Summary Judgment, which is why we made the
9 Summary Judgment Motion. This case should never go any
10 further. However, I understand them wanting to take
11 depositions on the issue of damages. I have no problem
12 with that. I don't know what I could offer as a fact
13 witness, if this court ordered me to. But, I can tell
14 the Court right now that I would claim attorney client
15 privilege. Because, my only contacts were with Dr.
16 Matthews and Dr. Cohen. Now, I may have had other
17 discussions with Mr. Matthews, but I guarantee you I
18 would claim attorney client privilege. And Mr. Matthews
19 would tell you that he handled everything, not me. I am
20 happy to tell them, I am happy to put him on the stand
21 right now, if the Court would like. I had nothing to do
22 with this. Dr. Thompson called me. I disclosed that.
23 They have now turned it around and said somehow or
24 other, and go on to say that I have done nothing
25 improper yet. The accusations are of impropriety. They

1 are wrong. He sent documents to our office that came to
2 my desk, that I have fully produced to them. Does it
3 have any relevance? I looked at them, and I didn't ---
4 they appeared to be when Mr. James was discussing it.
5 Bets me? That is what he sent me. I put them in here.
6 That is what he sent me. The rest of the information is
7 information that we sent out subpoenas for. We provided
8 it to them during discovery. They sent out Freedom of
9 Information Request. They provided to us during
10 discovery. Mr. James' answer reads like the Court
11 should just give Summary Judgment per se. They admitted
12 to the issue of loyalty. They admitted several factors,
13 which I have named in this --- in my Return. And,
14 again, I apologize, because I am inflamed about this.
15 And I do feel attacked. And I do hope that this court
16 at least understands why I would feel attacked.

17 **THE COURT:** All right. Let me ask you
18 counsel, how many employees does your company have now?

19 **MR. MEGNA:** Seventy-five or eighty at least.

20 **THE COURT:** Well, let's do this. I don't
21 think it is necessary --- Is there anything further in
22 your argument?

23 **MR. MEGNA:** No, sir.

24 **THE COURT:** I don't think it is necessary to
25 take a reply.

1 What I am going to do is, I am going to stand
2 down and consider this for a few moments. I will be
3 back and tell you whether I need to take it under
4 advisement, or whether I am prepared to rule.

5 We will be at ease now for approximately ten
6 minutes.

7 **MR. MEGNA:** Thank you, Your Honor.

8 **MR. JOSEY:** Thank you, Your Honor.

9 **THE COURT:** Thank you.

10 (Whereupon, a recess was taken from
11 2:32 p.m. until 2:45 p.m..)

12 **RULING OF THE COURT**

13 **THE COURT:** All right. I have had an
14 opportunity to review this. Thank you for your patience
15 while I was doing so. And the Court is prepared to rule
16 at this time. It is not necessary to take this matter
17 under advisement.

18 Mr. Megna, respectfully, sir, Rule 3.7 is
19 clear in its terms. It says that a lawyer shall not act
20 as an advocate in a trial in which he is likely to be a
21 necessary witness.

22 While you dispute the fact, that there are
23 certain issues, questions that need to be asked of you
24 because there is an exclusion by either the Dead Man's
25 Rule, or perhaps other evidentiary policies; the Court

1 is not persuaded by that. The Court cannot require one
2 party, who happens to be the defendant here, that is
3 the party being sued, to somehow limit whom they may
4 call as a witness, or what they may ask of those
5 witnesses. I think that Document HH alone, and the
6 circumstances that surround that letter, tell me that
7 you may be a witness, and for that reason, the Court is
8 going to grant the Motion to Disqualify you.

9 I am persuaded by the argument that Rule 1.7
10 and 1.9 under the Professional Conduct Rules, which have
11 to do with conflict, would not prevent your partner from
12 representing the plaintiff in this case. But, I do find
13 that you are likely to be a necessary witness.

14 Also, I asked you during this prior argument
15 what the size of your company was. I simply don't find
16 that it is too great of a hardship upon your company to
17 have other counsel, which of course could be your law
18 partner. This case is early in its process, although it
19 has been pending for while. And thus, I don't find that
20 there is any disadvantage to your party that cannot be
21 overcome. It appears to me, Mr. Matthews, from my
22 review of the file, as well as the probate proceedings
23 downstairs has been involved in this, if not directly,
24 certainly tangentially from early on.

25 So, for all of these reasons, the Court grants

1 the Motion to Disqualify you as counsel.

2 **MR. MEGNA:** Is the Court granting the Motion
3 Your Honor, just for at trial, as the rule says, or just
4 period?

5 **THE COURT:** No, sir. Period. It begins
6 now. And that was the next point that I wanted to
7 raise.

8 I don't know whether we want to go forward
9 with any other hearings today, or just by switching out
10 and let Mr. Matthews --

11 **MR. MEGNA:** This is the wrong Mr. Matthews.

12 **THE COURT:** Is the other Mr. Matthews in the
13 courthouse?

14 **MR. MEGNA:** No, sir. We would probably,
15 respectfully, Your Honor, ask two things.

16 Number one. We would request if the Court
17 took into consideration the exhibit that they attached
18 to their Motion, that there is nothing in there --- it
19 is about a different organization completely. And the
20 second thing is, we would ask the Court not to take up
21 anything further, because the Supreme Court has said
22 that this is an immediately appealable issue. And that
23 I would need to talk with my partners whether or not we
24 are going to appeal the issue.

25 **THE COURT:** Well, I think it is a better

1 course regardless of what response you may make to this,
2 is to not go forward today any further, because you are
3 not able to argue it. And Mr. Ben Matthews is not here.
4 They were not able --

5 **MR. MEGNA:** Right. I agree with that, Your
6 Honor.

7 **THE COURT:** All right. Very good. Then I
8 am going to conclude this matter.

9 Now, let's do this though. In case there is
10 an appeal, which is certainly your right and your
11 prerogative --

12 **MR. MEGNA:** Yes, sir.

13 **THE COURT:** I am going to ask that the
14 prevailing party here prepare an Order, which basically
15 will memorialize what I just said.

16 Mr. Josey, if you would prepare an Order
17 within ten days of today's date. Forward it to me
18 electronically at jbaxleylc@sccourts.org. That will
19 come to Ms. O'Neal, my law clerk. Please put it in Word
20 format, that is the only one they give us. And we will
21 of course, review it, make any changes we believe are
22 necessary. Please give Mr. Megna the courtesy of
23 looking at it in advance. And, of course, this decision
24 will not be final until the formal Order is served on
25 you, thus there is no beginning of an appellate period -

1 -- appeal period today for you.

2 MR. MEGNA: Right.

3 THE COURT: It will be when the formal order
4 is --

5 MR. MEGNA: -- Yes, sir. Until the Order
6 itself is signed.

7 THE COURT: And served on you.

8 MR. MEGNA: And served on me.

9 THE COURT: Yes, sir.

10 MR. MEGNA: Right.

11 THE COURT: All right. Very good. That
12 concludes this matter.

13 Have a good day.

14 MR. JOSEY: Thank you, Your Honor.

15 MR. JAMES: Thank you, Your Honor.

16 MR. MEGNA: Thank you, Your Honor.

17 (Whereupon, this hearing was
18 concluded at 2:53 p.m. on Wednesday, March 16, 2011.)

19 -- END OF TRANSCRIPT --

CERTIFICATE OF REPORTER

41

I, the undersigned, Pamela Ozment-Cartee, official Court Reporter for the Fourth Judicial Circuit of South Carolina, do hereby certify, that the foregoing is a true, accurate and complete Transcript of Record in the hearing of the above captioned case, relative to appeal, in The Court of Common Pleas in Darlington County, South Carolina, on the 16th day of March 2011.

I do further certify that am neither, of kin, counsel, nor interest of any party hereto.

July 5, 2011

A handwritten signature in cursive script, appearing to read "Pamela Ozment-Cartee", written over a horizontal line.

Pamela Ozment-Cartee
Circuit Court Reporter

THE STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF DARLINGTON)	
)	
PEE DEE HEALTH CARE, P.A.)	JULY 21, 2011
)	
PLAINTIFF,)	
)	MOTION HEARING
VERSUS)	
)	
THE ESTATE OF HUGH S. THOMPSON)	2010-CP-16-00332
)	
DEFENDANT.)	
<hr/>		

BEFORE

THE HONORABLE J. MICHAEL BAXLEY

APPEARANCES

Mark Matthews, Esquire
 Tony R. Megna, Esquire
 Attorney for Pee Dee Mental Health

Jon René' Josey, Esquire
 John Jay James, Esquire
 ATTORNEYS FOR THE DEFENDANT

Pamela Ozment-Cartee
 Circuit Court Reporter

Motion for Summary Judgment	Page 03
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PLAINTIFF'S EXHIBIT

NUMBER	DESCRIPTION	PAGE
1	Letter to Ms. Kim Weatherford Dated July 15, 2011	07
2	Order dated January 17, 2011	47

DEFENDANT'S EXHIBITS

NUMBER	DESCRIPTION	PAGE
1	Email Dated December 9, 1:57 p.m.	29
2	Email dated December 9, 7:01p.m. Clocked at 4:21 p.m.	29

1 (Whereupon, this hearing began 4:22 p.m.
2 on Tuesday, July 21, 2011.)

3 **THE COURT:** All right. Let's let the record
4 reflect that we are now in the matter of PDHC that is
5 Pee Dee Health Care versus The Estate of Thompson, which
6 is case number 2010-CP-16-332 on the Court's docket.

7 We have today, cross motions for Summary Judgment,
8 as well as Mr. Megna's Motion for me to reconsider
9 disqualifying him as counsel.

10 We also have outstanding Motions, one from the
11 plaintiff, which is to, leave to amend complaint, and
12 one from the defendant, which is to compel discovery.

13 It will be, my intention, that we will proceed in
14 the following way.

15 First. We would hear from the parties. If there
16 is some objection to this Court having this hearing
17 today, and structuring the hearing as it has been
18 structured. That is, the Summary Judgment Motions
19 coming before the Reconsideration Motion. And, whether
20 or not we will get to the other two outstanding motions
21 I am not certain at this point. But, that would be my
22 intention to proceed in that fashion.

23 Is there an objection to that from Plaintiff?

24 **MR. MEGNA:** No, Your Honor.

25 **THE COURT:** All right. From Defendants?

1 **MR. JOSEY:** No, sir.

2 **THE COURT:** All right. Very good. Then let me
3 first ask either party, if there is some objection to
4 this hearing being scheduled today, or the way in which
5 the Court would intend to proceed. From Plaintiff?

6 **MR. MEGNA:** Your Honor, the only thing --- the
7 only comment that I would have, is that the Plaintiff's
8 certainly apologizes if there was any inconvenience
9 caused, because of some kind of miscommunication between
10 our offices. And, I just want you to know that it
11 certainly was not intentionally. And, I have canvassed
12 my office, and they say they have not received anything.
13 But, I have spoken to them about the need that when a
14 court calls our office, that it is to be dealt with
15 immediately. So, I just want you to know to the extent
16 there was that type of issue, that you know, we offer
17 our apologizes.

18 **THE COURT:** Very good. And that was not my point
19 in asking you. But thank you for the courtesy of that
20 comment. We did have a little bit of communication
21 difficulty, but that is not a problem in any way.

22 What I really was focusing on was the fact that in
23 order to allow you the benefit of your institutional
24 knowledge of this case, is to take the Summary Judgment
25 Motions before we take the Reconsideration Motion on the

1 Order to disqualify you. And, I will hold that Order in
2 abeyance for purposes of the Summary Judgment Motions,
3 and then decide afterwards about the reconsideration.
4 Is there an objection to that Mr. Megna?

5 **MR. MEGNA:** Your Honor, I don't think there would
6 be an objection to that. Although, we would like to
7 point out one thing --- and I will think about that as I
8 mention this to the Court.

9 And, we have already provided a copy to counsel,
10 the defendants, about an hour prior to this hearing. I
11 was in our conference room, and provided --- a letter
12 came in the mail indicating apparently that Turner
13 Padget has been representing our office for a number of
14 years on a Workers' Compensation claim. I only had
15 about three minutes to discuss this with Dr. Cohen.
16 {sic.} It was not sent to me. It was given to me this
17 afternoon right before the hearing to ask what they
18 wanted to do with it, and I had not seen it prior to
19 that time. And he says, Dr. Cohen is the President of
20 the P.A., and he indicates that he does not wish to
21 waive any conflict of interest, particularly without
22 having time to consider it. Mr. James indicated that
23 Turner Padget was willing to pull out of that Workers'
24 Comp. case. I don't know if that is true or not true.
25 I know that this case has been going on for a number of

1 years, and I do not know if that would be appropriate
2 under the circumstances. But, I would bring that
3 attention --- that matter to the attention of the Court,
4 and for the record.

5 **THE COURT:** All right. That of course is the
6 first I have heard of that. Mr. Josey, do you wish to
7 respond?

8 **MR. JOSEY:** Yes, sir. And to answer your
9 question you were asking to begin with; we have no
10 objection to you proceeding in the fashion that you
11 suggest.

12 **THE COURT:** Okay. Thank you.

13 **MR. JOSEY:** We have no objection to making
14 argument on Summary Judgment Motion before you hear the
15 59(e).

16 **THE COURT:** All right.

17 **MR. JOSEY:** This conflict issue was apparently
18 raised in the hall while I was getting water for our
19 client. Mr. James, brought it to my attention. I
20 called my office, and my office has checked the computer
21 records, and we show no open files, or that we represent
22 Pee Dee Health Care. I can tell you that when I opened
23 this file, we did a conflict check as anytime we open
24 any file, we go through a conflict check. When I opened
25 this file, the computer records did show that in the

1 past we had represented, I believe, Pee Dee Health Care
2 on Workers' Comp. matters, through a Workers'
3 Compensation insurance carrier. Those matters were
4 closed, so they did not present an ongoing conflict. I
5 suspect that this is a closed matter, because like I
6 say, during --- while you were concluding your criminal
7 matter, I called one of the Workers' Comp. lawyers, who
8 checked our computers, and he is not seeing it. I'll be
9 glad to check it again when I get back. But I suspect
10 that is a closed matter.

11 **THE COURT:** All right. Do you want to just note
12 this for our record, Mr. Megna?

13 **MR. MEGNA:** Yes, sir. The only thing I would say
14 to that is, that I do have personal knowledge and Mr.
15 Matthews does also, that has been going on for several
16 years. And I had, quite frankly, forgotten about it.
17 But, it is an issue that Mr. Josey will need to address.
18 And again, Dr. Cohen does not waive the conflict.

19 **THE COURT:** Well, let's do this. I am going to
20 mark it as Plaintiff's Exhibit Number 1 for this
21 proceeding. And we will take that up, as this matter
22 progresses, as to whether there should be or will be a
23 disqualification of Mr. Josey as well.

24 **WHEREUPON, PLAINTIFF'S**

25 **EXHIBIT NUMBER 1 IS MARKED**

1 **THE COURT:** Okay.

2 **MR. MEGNA:** That we would hope the Court, at some
3 point in time, would also consider the reconsideration
4 of the disqualification issue.

5 **THE COURT:** Yes, sir.

6 **MR. MEGNA:** Your Honor, the Plaintiff's Motion
7 for Summary Judgment --- First of all on the side there
8 has been no, if I am correct, no Affidavit's filed.
9 Nothing that would contravene any of the statements made
10 by the plaintiffs. There has been, several Affidavits
11 filed by the plaintiff that indicates Dr. Thompson, the
12 deceased, came to work with Pee Dee Health Care in
13 approximately September of 1998. At that point in time,
14 he had already been enrolled in Medicare, and that
15 document has been provided to the Court. And that he
16 had enrolled sometime earlier in 1998. That is just my
17 recollection. We can find the exact document for the
18 Court.

19 All of the Affidavits indicate that when he came to
20 work for Pee Dee Health Care, and after he came to work
21 for Pee Dee Health Care until he left Pee Dee Health
22 Care, no one knew anything that he had been disqualified
23 or disbarred from Medicare. Nobody. We have
24 uncontested Affidavits, and that is the only information
25 before this court other than their denial. Period.

1 That is the only indication. So, from that standpoint,
2 we would ask for summary judgment as to those facts,
3 just starting off, because they are uncontested. There
4 is no issue whatsoever as to those issues. They have
5 not contested those Affidavits. And that is, to the
6 Affidavits of Dr. McInnis, who indicated that in his
7 Affidavit --- Mark, if you can tell me what those
8 Affidavits are? We have provided those exhibits to the
9 Court. We have that. We provided this to the Court.
10 We have Dr. McInnis' Affidavit, which is Exhibit Y, that
11 we provided to the Court. We have Dr. Matthew's
12 Affidavit, which is Exhibit Z attached --- I'm sorry,
13 Mark Matthew's exhibit that was dated 3/9/2011 provided
14 to the Court. Exhibit AA, which is Mr. James Goodson,
15 who is a nurse practitioner in our office. Exhibit BB,
16 Exhibit CC, Exhibit DD, EE, and they are all saying
17 basically the same thing, except for EE, which is the
18 Affidavit of Ms. Noyes, indicating also the amount of
19 the money that Pee Dee Health Care paid back to Medicare
20 as a result of what we content was Dr. Thompson's breach
21 of contract and breach of fiduciary duty. Those are
22 uncontested Affidavits. They have been presented to the
23 Court. There has been absolutely no information
24 whatsoever presented to the defendant, contrary to those
25 Affidavits, or to oppose those Affidavits.

1 In addition to that, Your Honor, when he came to
2 Pee Dee Health Care, Dr. Thompson, if I remember
3 correctly, it has been a while, it was 1998. He was
4 doing pain management, and mostly pain management. And
5 he was a paid employee of Pee Dee Health Care. That is
6 all here. Apparently, there is no contest to that. And
7 in the Defendant's Answer, on several times, they
8 indicated that on or about October 25, 1998 --- this is
9 in their Answer, they agreed or stipulated or admitted
10 that the decedent entered into the relationship with the
11 plaintiff providing medical service to his patients,
12 including Medicare patients. That is on page 3,
13 paragraph 12 of the defendant's answer, filed June 17,
14 2010. And this is outlined on one place in my letter
15 that has been filed with the Court dated July 15, 2011.
16 It says they admitted that the defendant the decedent
17 Dr. Thompson had a --

18 **MR. JOSEY:** We don't have a letter dated July 15,
19 2011.

20 **MR. MEGNA:** I don't understand that. It was
21 certainly provided to you.

22 Do we have another copy?

23 **MR. JOSEY:** I haven't received one.

24 **THE COURT:** All right. Just a moment, we will
25 get you a copy.

1 (PAUSE.)

2 MR. MEGNA: Well, it was certainly copied to him.

3 MR. JOSEY: I would point out at this point,
4 Judge, and I have written Mr. Megna about this. He
5 continually sends mail to my old street address, and I
6 have asked him to send it to a P. O. Box. We are not
7 even at that street address anymore. That may be part
8 of my delay, but --- You haven't received in the mail a
9 July 15th, letter have you?

10 MR. JAMES: Your Honor, I have not received it in
11 the mail. I will tell the Court that late yesterday
12 afternoon, I went downstairs to check the original file
13 for something else. This was between 4:30 and 5:00, and
14 I came upon the July 15th letter, which had been filed in
15 the Clerk of Court, I think, at 9:52 a.m. Friday morning
16 the 15th. It said --- it had on the top of it that it
17 had been addressed to you, and had been hand delivered.
18 It was not hand delivered to me. Apparently not hand
19 delivered to Mr. Megna, nor had it arrived at my Post
20 Office box. I did make a copy of it yesterday about
21 4:45.

22 THE COURT: All right. Do you have a copy?

23 MR. MEGNA: I don't have any additional copies.

24 MR. MATTHEWS: I know they have a copy of it.

25 MR. JOSEY: Mr. James has a copy.

1 **THE COURT:** All right. Very good.

2 **MR. MEGNA:** They say they have a copy of it.

3 **MR. JAMES:** We did not get a copy of it at the
4 same time that apparently you got a copy of it, Your
5 Honor.

6 **THE COURT:** All right. This is noted for the
7 record. Go ahead, Mr. Megna with your argument.

8 **MR. MEGNA:** Relationship with the plaintiff ---
9 had a pecuniary interest. They admitted it. He was
10 paid as a physician. They admit that the decedent --

11 **THE COURT:** -- Let me get you to slow down --

12 **MR. MEGNA:** -- Oh, I apologize --

13 **THE COURT:** -- for our court reporter.

14 **MR. MEGNA:** They admitted that Dr. Thompson had a
15 relationship with the plaintiff such that he had a
16 pecuniary interest since he was paid by the plaintiff as
17 a physician to provide medical services.

18 At Page 5, paragraph 25, the defendant's answered.
19 They admit that to that to the extent that the decedent
20 was an employee of the plaintiff, which is opposed, that
21 he had a duty of loyalty to the plaintiff.

22 They admit that he was bound to act in good faith
23 and with due regard to the plaintiff interest.

24 They admit that he was obligated to communicate
25 truthfully with the plaintiff.

1 They also admitted that he had not been reinstated
2 by the Office of the Inspector General at the time he
3 worked with the plaintiff.

4 They admit that his medical licenses were suspended
5 by the South Carolina Board of Medical Examiners on or
6 about May 31, 1994, and his licenses to practice
7 medicine was reinstated on April 14, 1998.

8 They admit that he was disbarred from Medicare on
9 or about March 31, 1996.

10 In another place they admit again that as an
11 employee of the plaintiff, he had a duty of loyalty to
12 the plaintiff.

13 They admit that following the decedent's, Dr.
14 Thompson's disbarment from Medicare, by the Medicare
15 Office of Inspector General, provisions of Federal Law
16 provide that his Medicare privileges be suspended.

17 They admit that he failed --- I'm sorry. That he
18 be suspended until the Office of Inspector General
19 actually readmitted him.

20 They admit that he failed to be reinstated to the
21 Medicare program. And that he was not reinstated by the
22 Office of Inspector General. That is Page 2, paragraph
23 11 of their Answer.

24 They admit that the Medicare Provider Application,
25 and a reassignment of benefits applications was prepared

1 to permit Dr. Thompson to treat Medicare patients.

2 They admit that Dr. Thompson had a duty to be
3 truthful on any and all applications, certifications,
4 and affirmations to Medicare and/or the Plaintiff.

5 They admit, in Paragraph 10, that Palmetto GBA,
6 which is the Medicare contractor for South Carolina,
7 oversees the Medicare program. But they inadvertently
8 issued the decedent, a Medicare provider number.

9 All of the Affidavits indicate, like we said, that
10 we had no knowledge of it, at all. Period. We were not
11 told about it under the Affidavits and all the documents
12 in this record, until 2007, if I remember --- 2008, 2007
13 or 2008. During this entire time we knew nothing about
14 it until we get a letter from Medicare indicating that
15 Pee Dee Health Care owed Medicare \$226,000 plus
16 interest, I believe.

17 Under federal law, we are basically stickily Pee
18 Dee Health Care is stickily liable for the fact that Dr.
19 Thompson did not have a --- had been disbarred from
20 Medicare. That was our independent liability to
21 Medicare. Period. There is no doubt that --- and we
22 appealed that. Pee Dee Health Care appealed that
23 obligation the whole way through the office --- the
24 final Office of Appeals, Office of Hearings and Appeals
25 through Medicare. There is no doubt that the Office of

1 Appeals --- Hearings and Appeals indicated that we were
2 stickily liable for that amount, regardless of what Dr.
3 Thompson did, and we paid it to the tune of \$226,000
4 plus accrued interest.

5 There is also no doubt that after Dr. Thompson left
6 from us he went to work for someone else, First Choice
7 of Columbia --- Florence, I'm sorry. And that they also
8 filed claims to Medicare for Dr. Thompson. That at some
9 point in time Medicare also sent him a letter. They
10 appealed it, and they got the opposite result. There is
11 no doubt about that. There were two different judges,
12 and they came up with two different results.

13 Now, I know that we have heard from Mr. Josey that
14 much of it had to do with apparently my inability
15 apparently to properly represent Pee Dee Health Care,
16 which I find amazing. He hasn't looked at any of the
17 information that I sent them. We sent the same thing,
18 and got two different results. Imagine that. I cannot
19 explain why they came up with two different results. I
20 can explain that the record indicated that we contacted
21 First Choice prior to that time, and they promised to
22 send us any information on their case while ours were
23 pending before The Department of Hearing and Appeals.
24 We've got an email from Dr. --- that was sent to Mark
25 Matthews confirming it, and that is Exhibit --- Mark

1 will tell us in a minute. It indicated that he ---
2 excuse me?

3 **MR. MATTHEWS:** P.

4 **MR. MEGNA:** Exhibit P, indicated that they would
5 send us that Order, or any information they got. They
6 got that Order prior to an Order being entered against
7 Pee Dee Health Care. If we had had that Order, as they
8 promised, we would have sent that to the Department of
9 Office of Hearing and Appeals, and said that it was ---
10 whatever it was, *res judicata*, *collateral estoppel*,
11 issue preclusion, you know, they had already made a
12 determination. They decided however not to do that, for
13 whatever reason. We don't know what happened. You
14 know, we've not been --- we've not been able to complete
15 discovery. And that is one of the concerns that I have,
16 because we have not been able to take the depositions of
17 the defendants, which we have asked the Court on a
18 number of occasions to. So discovery in that context is
19 incomplete.

20 However, at the time that we filed this Motion, we
21 had their Answer. We had all the documents that we
22 provided to the Court. We had also provided, to the
23 Court, that we made a request that depositions be made.
24 They wanted to postpone that until after the Court
25 determined the Rule 59 --- not the Rule 59, but the

1 Motion to Disqualify, which was, quite frankly, not
2 inappropriate. But that we are still missing
3 information in the context of what else they know that I
4 have no idea of. I have no idea of, and I have not been
5 able to take their depositions of First Health, since, I
6 believe it was when this Court held its hearing on March
7 16th, this Court at this time disqualified me. And, I
8 have not been able to take any action, because I filed a
9 Rule 59(e) Motion shortly thereafter. The Rule 59(e)
10 Motion did not stay the Court's order, but did stay the
11 time for the appeal process to proceed. So, in some
12 ways, while I certainly agree that the Court should
13 hear, I have no problem with the Court hearing these
14 Motions in this context. I want the Court to understand
15 that the information that we are giving the Court, and
16 are able to give the Court on these motions are
17 incomplete. And that Dr. Cohen has provided an
18 Affidavit pursuant to Rule 56(f) which requested that
19 this Court provide additional time to complete the
20 discovery process. And, I don't know what they are
21 going to say on their depositions. I can only say what
22 it says now, and what the documents say, and what the
23 answers say.

24 The latest issue, and what the defendant has argued
25 all along, is that somehow the plaintiff had a duty to

1 prevent Dr. Thompson from hurting himself. From not
2 telling the truth, which is in complete with their
3 Answer.

4 First of all, we have provided the case law to this
5 court that said in South Carolina prevention is not a
6 defense to breach of contract cause of action. Mr.
7 Josey, if I remember correctly, wrote back to the Court
8 and said this isn't a breach of court action. However,
9 he filed a Memo that indicated that it was a breach of
10 contract action a while back. And our Complaint
11 specifically indicates, I believe it is in cause of
12 action number 5, that we are requesting relief based on
13 breach of contract. So, on that one issue alone, that
14 one issue alone, Pee Dee Health Care has no duty to
15 these folks. They say the duty springs somehow from the
16 fact that we had an independent duty supposedly to have
17 Medicare and to make sure he was --- he was reinstated
18 properly before he did this. This was 1998. They have
19 made no showing whatsoever that we had that capability
20 that the data base even existed that there was any place
21 to even get that information other than from Dr.
22 Thompson himself. At best it would be purely
23 speculative to say that, oh yeah, they should have
24 prevented this. Well, the Court of Appeals had already
25 ruled that prevention is not a defense in a contract

1 case.

2 In addition to that, they have already admitted
3 that he has breached his fiduciary duty. That he owed a
4 fiduciary duty to the plaintiff. They admit that he
5 basically did not tell us, that he owed a duty of truth
6 to us. All the Affidavits indicate that he told no one,
7 zero, no one.

8 We paid, we actually paid out his salary --- we
9 paid him, like he worked for us, and then Medicare went
10 back and we paid them another, I believe, it was
11 \$226,000. We are entitled respectfully to a judgment
12 against them simply on these facts. And the Court
13 doesn't even have to get into breach of fiduciary duty,
14 but he has already admitted it. There is enough here
15 in the Answer by itself, plus the unopposed Affidavits.
16 All you are going to hear on the other side are
17 arguments of counsel. The Supreme Court, The Court of
18 Appeals have repeatedly said arguments of counsel are
19 not testimony. They are not evidence. None of it
20 matters. They can say whatever they want to. They can
21 try to convince you as a Court, they can try to talk to
22 you about the law. All of that is fine with me. But
23 they have no facts other than saying that somehow we
24 were supposed to prevent him from doing what he did,
25 even though, if the Court will look at Exhibit A, Dr.

1 Thompson himself signed all of these documents, and
2 certified to Pee Dee Health Care, certified to Medicare,
3 certified to anything that he was telling the truth.
4 And none of these applications indicate that he had been
5 disbarred from Medicare. They all say that he had lost
6 his licenses from The South Carolina Medical
7 Association, but he didn't tell the truth. I don't know
8 why Dr. Thompson didn't tell the truth. Personally, I
9 always liked Dr. Thompson. I have nothing as a person
10 to say but nice things. I don't know why he did this.
11 I have not been able to take depositions to understand
12 if anybody knows why he did this. They have presented
13 no testimony at all before this Court; zero. There is
14 nothing for this Court to consider in from of testimony
15 or evidence, except for the documentary evidence that
16 has been showed. And the most that they can show for
17 that is that somehow we had an obligation to prevent.
18 And the question is, what obligation, what duty do they
19 base our obligation on? They have never identified a
20 duty that an employer has to an employee, or --- they
21 also maintain he was an independent contractor. If he
22 was an independent contractor, what duty did I have to
23 make sure that he was telling me the truth other than
24 taking his word that when he signs his name, and
25 attested to the truth, that he told the truth. The only

1 argument is that we have an independent duty under
2 federal law, which they have not shown. We have a
3 individual liability under law, which is a strict
4 liability in effect. But we do not have --- there is no
5 duty that I am aware of, no common law duty, no
6 statutory duty state or federal that an employer has to
7 go try to figure out if a defendant is telling them the
8 truth. It is bazaar. All that we want is our money
9 back. This is money that he's collected twice. We paid
10 him. Then we paid out another \$226,000 plus interest,
11 plus all the lost income we had, and we just simply want
12 a chance to prove that. And in the mean time, as this
13 Court considers this, I think it is well within this
14 Court's jurisdiction, and well within this Court's
15 concept of reasonableness; to take this, whatever is
16 said here under advisement, and allow us to take these
17 peoples' depositions. I just want to find out what they
18 have to say.

19 You know, they are also arguing here a Motion to
20 Amend. I have no idea what these folks have to say
21 about a Motion to Amend. None. I have a veer argument
22 of counsel here that they want Amend, and basically
23 strike out what Mr. James has already admitted. I have
24 never heard of such a thing. How do you admit something
25 and then un-admit it? How do you do that? If nothing

1 else, my question to Mr. James, and I think I should be
2 allowed to take his deposition. Did you file that under
3 Rule 11? You asked me the same question. I ask the
4 same question. He had a duty to tell the truth. And
5 the truth of the matter is, I think Mr. James did tell
6 the truth. I think that is the real conundrum here.
7 Mr. James did tell the truth. When he did that Answer,
8 it is a financier, and he told the truth. They want to
9 now amend that answer and make us, the plaintiff, now go
10 prove issues that they have already previously admitted
11 and then somehow tell us that we had a duty to prevent.

12 Again, as you consider the argument of counsel, my
13 only request is this. It is very simple. There is zero
14 evidence before this court to oppose the Affidavits in
15 the record. They have not filed a single Affidavit.
16 None. They have taken no depositions. None. The only
17 evidence of record is the documentary evidence. The
18 documentary evidence, Exhibit A, shows Dr. Thompson
19 signed a Medicare application under oath, and attested
20 that he was telling the truth. He did the same thing on
21 the reassignment of benefits. Mark, would you find
22 which exhibit, that is, please.

23 **MR. MATTHEWS:** B.

24 **MR. MEGNA:** Exhibit B. He has done it repeatedly
25 through here. And somehow another, we are suppose to go

1 back and figure out he is not telling the truth. That
2 is their only sliver of hope that this Court will
3 somehow believe that we did something wrong when we did
4 not determine that he had been disbarred by the Office
5 of Inspector General, and that he had never been
6 readmitted by the Office of Inspector General, because
7 he never decided to do it.

8 In addition, we have Dr. Thompson's own statement
9 which is Exhibit C, --- E, I'm sorry. Where he explains
10 what had happened, and where he thought that he was in
11 good order. But he didn't follow up. He did nothing to
12 follow up. He admits it by his own hand. He said he
13 has executed all government forms with as much accuracy
14 as possible. But he is not here today. He can't
15 testify. I can't put up my clients because of the Dead
16 Man's Statute to testify to the conversations he had
17 with him. There is only evidence that shows one
18 conclusion. Dr. Thompson regardless of the reason, and
19 I am telling the Court now, and I would tell his
20 children, I liked your father. He was a good man. For
21 whatever reason however, whether it is negligence,
22 recklessness, forgetting, I don't know. He didn't tell
23 the truth. And it is not just me he didn't tell the
24 truth to, everybody at Pee Dee Health Care that worked
25 wit him, the Affidavits are in here, and I have already

1 mentioned them. He never mentioned it to them. They
2 are uncontroverted. He signed his application to
3 Medicare, an swore he told the truth. I won't bore the
4 Court with all of the things that he attested to. But
5 his attestation is in the exhibits. And there are about
6 ten different attestations, all of the indicating the
7 same thing. Tell the truth. Ne never told anyone.
8 That is it in a nutshell. We suffered over \$226,000 in
9 real money that we sent out. This is not some kind of
10 speculative damage. That is real money that we wrote a
11 check to Medicare for, after paying him as an employee
12 of Pee Dee Health Care. He knew, one way or the other,
13 and he was the only person of record with that
14 knowledge. Any other evidence that they decide to put
15 up or discuss or any other arguments I would have to
16 object to, because there is no evidence of record, zero
17 evidence of record that we had access to anything from
18 the Office of Inspector General. There is no evidence
19 of record that we did not check anything from The Office
20 of Inspector General. They have put up nothing. We
21 deserve summary judgment. This is not a case for a jury
22 to determine liability. There are several causes of
23 actions here, and any of them and all of them could be
24 encompassed in this summary judgment, including
25 indemnification, including equitable relief, including a

1 trust --- a constructive trust. All of the causes of
2 action. It is nonsensical to me that any person could
3 make that kind of mistake, turn around cost a third
4 party that kind of money, when the evidence is
5 uncontroverted that he never told that third party. And
6 that he affirmatively made statements that omitted the
7 pertinent information deliberately. Exhibit A, Exhibit
8 B, and if he even explains it on Exhibit C. I don't
9 understand. The only issue is one of prevention. The
10 only other issue is perhaps we should have done a better
11 job in the way we prepared for some judge ---
12 Administrative Law Judge. However, there is no evidence
13 before the Court to that. No evidence whatsoever. In
14 other words, when the Court looks at this, I only ask
15 they look at the record.

16 **THE COURT:** Very good.

17 **MR. MEGNA:** And that Mr. Josey, confines himself
18 to the record.

19 Thank you, Your Honor.

20 **THE COURT:** All right. Now, let's hear from the
21 defense. And, Mr. Megna, we have a microphone on your
22 table, and there are some papers on top of them.

23 **MR. MEGNA:** I apologize.

24 **MR. JOSEY:** I might need to move mine over?

25 **MADAME COURT REPORTER:** You are good. Thank you.

1 **MR. JOSEY:** Judge, I do have some comments
2 prepared, and I did kind of interlace our Counter Motion
3 for Summary Judgment with our opposition with theirs.

4 **THE COURT:** All right.

5 **MR. JOSEY:** The same way that I did my
6 memorandum.

7 Before I get to that, let me respond to some
8 specific things that Mr. Megna said.

9 First of all, the issue of whether his Summary
10 Judgment Motion is right, because he hasn't had an
11 opportunity to take depositions.

12 As I pointed out in my Reply to the Memoranda,
13 depositions have not been re-noticed since there was an
14 agreement to delay the depositions.

15 And, we have no objections to Mr. Megna withdrawing
16 his Motion for Summary Judgment without prejudice, if he
17 feels it is not right at this time. Of course, I think
18 you invited him to object to it being held today, and he
19 declined to do so as well.

20 The other thing that I wanted to respond, and I
21 think the Court probably understands it. Mr. Megna said
22 at one point in his argument that Dr. Thompson had
23 collected the money twice. First as his salary, and
24 then as the \$230,000 that was repaid. Of course, that
25 \$236,000 that they repaid didn't go to Dr. Thompson, it

1 went to Medicare. So, he has not collected any money
2 twice.

3 And then the certifications that Mr. Megna
4 repeatedly references. The certification in Exhibit A,
5 his Exhibit A, is a certification made to Medicare by
6 Dr. Thompson, which may have been in error. But, that
7 certification was made at a time when he was working in
8 Marion for Dr. Fowler, and the plaintiff has admitted,
9 and we referenced it in a footnote in our Memoranda that
10 they didn't have that certification when they hired him.
11 They didn't know about it until discovery in this case.
12 So there is no way the relied on that certification
13 found in Exhibit A, and it wasn't made to this.

14 The Exhibit B, which I think is where he signed to
15 reassign the benefits to Pee Dee Health Care does not
16 represent his certification or his credentials at that
17 point.

18 Judge, I want to speak briefly, kind of an
19 introduction about our Motion to Amend. I understand
20 that you are not going to rule on that right now. You
21 are hearing the summary judgment first. But they
22 overlap in their history.

23 On Thursday, December 9, 2010 this past December, I
24 sent out an email to counsel for the plaintiff, that
25 said that we had decided that we thought that we needed

1 to amend our answer. That email was sent at 1:57 in the
2 afternoon on December 9th. It had attached to a
3 proposed Amended Answer using what is called the red-
4 line feature, or the blue-line feature on the computer,
5 so it showed what we were changing. What we were adding
6 to make it easy. I'd like to submit that as an exhibit
7 today, as Exhibit 1, just for the background, judge. I
8 have a copy here for Mr. Megna, and I have a copy for
9 the Court and an extra one for your law clerk.

10 **THE COURT:** Thank you.

11 **WHEREUPON, DEFENDANT'S**

12 **EXHIBIT NUMBER 1 IS MARKED**

13 **AND ADMITTED INTO THE**

14 **RECORD.**

15 **MR. JOSEY:** Now, that email was sent Judge,
16 December 9th at 1:57 in the afternoon. I received an
17 email back that same day at 7:01 p.m. from Mr. Megna,
18 advising that the plaintiff could not consent to our
19 proposed amendment, because coincidentally, the
20 plaintiff had already filed a Motion for Summary
21 Judgment. That email I have, and I would like to mark
22 it for the Court as Exhibit 2. And it had attached to
23 it the Motion for Summary Judgment of the plaintiff that
24 we are arguing now.

25 **WHEREUPON, DEFENDANT'S**

1 **EXHIBIT NUMBER 2 IS MARKED**
2 **AND ADMITTED IN THE**
3 **RECORD.**

4 **MR. JOSEY:** Now, the Motion attached as Exhibit
5 2, to that 7:00 email on December 9th, was stamped/filed
6 at the Clerk's Office that same day, December 9th at 4:21
7 in the afternoon, which, of course, was after our email
8 of 1:57 requesting that they allow us to amend the
9 answer.

10 Mr. Megna's email suggests that that is a
11 coincidence. That it was coincidental, and that their
12 Summary Judgment Motion was already done. In fact, if
13 you look at their Summary Judgment Motion, the
14 certificate of mailing says it was mailed the day
15 before. But, when Mr. James and I received our mailed
16 copies, and the certificate saying they were mailed on
17 December 8th, they in fact were stamped by the Clerk's
18 Office December 9th. So they couldn't have been there,
19 December 8th as indicated in the Certificate of Mailing.

20 Now, all of that seems important to Mr. Megna,
21 because he thinks his Summary Judgment Motion is
22 important that it was conceived before our Amendments,
23 because he thinks our Answer has all of these
24 despositive admissions in it. The reason why I think it
25 is important, and it is important to these defendants is

1 that good time and money are being spent in a game where
2 Motions for Summary Judgment are being submitted that
3 are not signed by lawyers. Certificate of Service
4 indicates that they were served on days when they were
5 not served. Putting all of that aside Judge, let's turn
6 to the merits of that Motion.

7 It is predicated upon facts and duties which were
8 admitted in the Answer, and they are still admitted.
9 They are not denied. They are not denied in the Amended
10 Answer. What are those admissions?

11 One. Dr. Thompson was an employee.

12 Two. Dr. Thompson, like any employee, owes a duty
13 of good faith, fair dealing, honesty, and loyalty to
14 their employee.

15 Three. Dr. Thompson was in fact not reinstated by
16 the Medicare OIG, at the time he worked for Pee Dee
17 Health Care. Those are the admissions. There is no
18 admission that he owed a fiduciary duty. There is no
19 admission of anything else. But, those are the core
20 admissions.

21 Now, we believe that that reinstatement failure of
22 the OIG was simply an oversight or a misunderstanding
23 that carried over, in fact, to three different
24 employers. It is not just Pee Dee Health Care. That
25 oversight, that misunderstanding carried through to Dr.

1 Fowler that he worked for, Pee Dee Health Care who he
2 worked for, and First Choice who he worked for. Of
3 course out of those three employers, the only one who is
4 not trying to blame Dr. Thompson, is Pee Dee Health
5 Care.

6 Now, we agree with Mr. Megna that probably Exhibit
7 E, which he references, is probably the most reliable
8 summary of what Dr. Thompson would have to say. And, of
9 course, it is not a signed document. We believe that it
10 is a summary that was prepared while he was working with
11 First Choice, or right after he worked for First Choice,
12 in conjunction with their request that he work with
13 their lawyers, Nexsen Pruet in their effort to fight
14 repayment of Medicare.

15 Now, Mr. Megna likes to pick and choose the
16 sentences out of this exhibit. But if you read
17 Paragraph 2, of this --- the second paragraph of Section
18 1, I'll say, in its' entirety it reads:

19 I can see that I relied on office
20 personnel who, I believe, were conversant with
21 Medicare regulations and procedures through
22 daily contact with Medicare and other third
23 party carriers, and whose specific duties were
24 to deal with the operational details of
25 billing, coding, and credentialing. I further

1 concede my ignorance of such details. With
2 this help I executed what I believed to be the
3 appropriate documents for re-credentialing. I
4 have never had a reason to think that the
5 persons assisting me had any reason to
6 deliberately misrepresent me, or take clerical
7 shortcuts in the process. I do know that
8 during the process the office manager had
9 several conversations with people in the
10 offices involved --- in the process in order
11 to get instructions, and to insure that the
12 process was correctly completed. I had no
13 reason to think that the process that we went
14 through was not a proper one, or was
15 incomplete.

16 Now, the reason that is important, Judge, is
17 because it is not strict liability to Medicare.
18 Medicare would let a assignee off the hook if that
19 assignee can show that they were without fault in taking
20 the Medicare benefits. What has happened in this case,
21 and is the basis for our Summary Judgment Motion is that
22 this party under these circumstances has been
23 adjudicated to be with fault. It is not strict
24 liability. They were found to be with fault in not
25 doing their own proper credentialing, which an employer

1 and assignee has a duty to do.

2 Now, even if you take the admissions and the
3 Answer, and even if you assume the worse case scenario.
4 If you assume that Dr. Thompson intentionally
5 misrepresented his credentialing status to Pee Dee
6 Health Care, the plaintiff is still not entitled to
7 Summary Judgment, because it has absolutely no right to
8 rely on Dr. Thompson. Not only because it is the common
9 law of South Carolina, but it is the adjudicated for Pee
10 Dee Health Care in the Federal Courts, or in the Federal
11 Administrative Law Judge in the appellate process. This
12 particular litigant, these particular facts.

13 Now, of course, again that is the Motion --- our
14 Motion for Counter Summary Judgment.

15 Let's look at South Carolina Common Law first.
16 South Carolina Common Law is seen in a long line of
17 cases, and I was going to recite for you --- South
18 Carolina Common Law has seen in a long line of cases,
19 Judge, does not allow unjustified reliance. And that is
20 what we have here.

21 First of all, I would read from King versus Oxford,
22 1984, this is Judge Randy Bell. Now, Judge, I am going
23 to skip --- I am not going to read you the entire
24 opinion. But Judge Randy Bell writes in parts:

25 It is the policy of the courts not only

1 to discourage fraud, but also to discourage
2 negligence and inattention to one's one
3 interest. Courts do not sit for the purpose
4 of relieving parties who refuse to exercise
5 reasonable diligence or discretion to protect
6 their own interest. A party must avail
7 himself of the knowledge or means of knowledge
8 open to him. The Court will not protect a
9 person who with full opportunity to do so will
10 not protect themselves.

11 That is exactly what the Medicare court said Pee
12 Dee Health Care under these circumstances failed to do
13 is to protect themselves.

14 Now, Mr. Megna and his argument says, we haven't
15 proven that they had access to the data base. We don't
16 need to prove that. It has been adjudicated. It has
17 been adjudicated in a case where they had an opportunity
18 to fight. They had an opportunity to present an
19 innocent payee defense, just like First Choice did.
20 They could have explained why they didn't have a data
21 base. But it has been adjudicated that they did have
22 access to a data base.

23 Now, not only Judge Bell, but Judge Ralph King
24 Anderson has similar language. This is in the Regions
25 Bank versus Schmauch. These are all in our Memorandums

1 Judge. This is from 2003.

2 Judge Anderson said: There is no right
3 to rely as required to establish fraud where
4 there is no confidential or a fiduciary
5 relationship, and there is an arms-length
6 transaction between mature educated people.
7 This is especially true in circumstances where
8 one should have used precaution and protection
9 to safeguard his own interest. The principle
10 on the right to reliance upon representations
11 is closely bound up with the duty on the part
12 of the plaintiff to use some measure of
13 protection and precaution to safeguard its own
14 interest.

15 Finally, Judge, one other case that is even more
16 recent. This is from last year.

17 Justice Beatty on the Supreme Court in the case of
18 Quail Hill versus Richland County. This is a case where
19 a Richland County employee misrepresented the status of
20 zoning on a piece of property, and somebody relied on
21 it.

22 Justice Beatty writes for the Court and says:
23 Even if the doctrine of estoppel --- now these cases all
24 deal with either fraud, estoppel, misrepresentation,
25 most of them deal with a combination of them all. He

1 says: Even if the doctrine of estoppel were applicable
2 to the county, and he has gone through this discussion
3 of how estoppel is usually not applicable to a
4 governmental entity. He says, even if it were
5 applicable to a governmental entity, we find that Quail
6 Hill failed to establish the requisite elements.
7 Admittedly, Quail Hill had an experienced, prejudicial
8 change of position due to the erroneous zoning
9 information. However, Quail Hill had the means of
10 knowledge to determine the correct zoning
11 classification, and could not justifiably rely solely on
12 information provided by staff members. He goes on later
13 to discuss the negligence cause of action. We agree
14 with the county that Quail Hill's claims of negligence,
15 and negligence misrepresentation should be treated
16 solely as one for negligent misrepresentation, which are
17 consumed together which we have here as well. And he
18 says, we find this claim is controlled by the question
19 as to whether Quail Hill could have justifiably relied
20 on representations of county staff. As previously
21 stated Quail Hill could have reviewed the official
22 zoning map to ascertain the correct zoning
23 classification.

24 Moreover, given the fact that Brown, as agent of
25 Quail Hill was an experienced real estate broker. Of

1 course, here we have experienced medical administrators,
2 it would be difficult to conclude that his reliance
3 solely on the statements of Gosline and the tax
4 assessor's records was reasonable. It is our view at
5 the conclusion that Quail Hill's negligence and
6 misrepresentation claims fail as a matter of law.

7 Of course, Judge, it is not only South Carolina
8 Common Law, that requires that any reliance be
9 justifiable. In this case, we have adjudicated federal
10 law, binding on this party, this plaintiff, Pee Dee
11 Health Care, that has already held that this plaintiff
12 had access to the information that it needed to check
13 the true credentialing and thus could have not avoided
14 Medicare liability by feigning reliance on this point.
15 They litigated that. They tried to say our employee
16 told us wrong. And the Federal Administrative Law Judge
17 and the Medicare Appeals Counsel said, you cannot rely
18 on your employee. You have your own duty. You had
19 access to the information. That has all been
20 adjudicated.

21 Now, the plaintiff is trying to ignore that
22 precedented part now by suggesting that there is
23 something unique about the employment relationship.
24 That either employers and employees have a fiduciary
25 relationship, or that there is something that gets them

1 around that Medicare precedence.

2 But the truth is, the employment relationship
3 generally is not a fiduciary relationship. And in this
4 case, there is no evidence to suggest that it is a
5 fiduciary relationship. We have not admitted a
6 fiduciary relationship. And in fact it can't be a
7 fiduciary relationship, and I will tell you why, Judge.
8 Judge Anderson, Ralph King Anderson, in that Schmauch
9 --- that Regions Bank versus Schmauch case points out
10 that you cannot unilaterally stumble your way into a
11 fiduciary relationship. It has to be the kind of
12 relationship where one, reposes trust in the other. The
13 other knows he is reposing trust, does something to
14 encourage that reposition of trust. It is a bilateral
15 arrangement for expectation. You cannot have a
16 plaintiff here say that they relied on the fiduciary
17 duties of this employee when federal law tells them they
18 can't make them their fiduciary. Federal law says you
19 cannot make your employee your fiduciary, because you
20 have your own duty to do credentialing. You can't
21 delegate it to some employee that you want to later
22 claim his fiduciary.

23 And, of course, South Carolina Common Law says, you
24 cannot claim somebody is fiduciary when you have equal
25 access to the information. How can the rely on the

1 special position of Dr. Thompson, when they are in an
2 equally good position?

3 Now, in their latest twist, and Mr. Megna mentioned
4 this today. They want to say well maybe forget all of
5 the Tort stuff. This is simply a contract claim. And
6 they do allege a contract claim. It is addressed in our
7 Memorandum. Our Memorandum addresses all twenty of
8 their causes of action. But, if you look at it from a
9 contract standpoint, Judge, and you say well,
10 justifiable reliance, or unclean hands, is not a key
11 component of that contract cause of action, they are
12 still charged in a contract cause of action with
13 constructive knowledge the second that contract begins.
14 The second that contract began in 1998, the day that Dr.
15 Thompson went to work for them, they are constructively
16 charged with knowledge that he lacked credentials. How
17 can I say that? Because, a federal judge has already
18 held it against him. They are charged with the
19 knowledge that he was uncredentialed. So, they want to
20 say well he breached our contract by coming to us
21 uncredentialed. Well, they are charged with knowledge
22 that he was uncredentialed. And if they knew he was
23 uncredentialed, as the federal judge says, they should
24 have known in 1998, they should have brought that breach
25 of contract claim within three years of 1998. They