

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (“OIG-HHS”) of the Department of Health and Human Services (“HHS”), and the Defense Health Agency (“DHA”), acting on behalf of the TRICARE program, through its General Counsel (collectively the “United States”); Dignity Health (“Dignity Health”), formerly named Catholic Healthcare West, Inc., d/b/a Glendale Memorial Hospital and Health Center (“Glendale”), d/b/a St. Joseph’s Hospital and Medical Center (“St. Joseph’s”), d/b/a Northridge Hospital Medical Center (“Northridge”), d/b/a/ Mercy General Hospital (“Mercy General”), d/b/a St. John’s Pleasant Valley Hospital (“St. John’s PV”), d/b/a St. John’s Regional Medical Center (“St. John’s Regional”), d/b/a St. Rose Dominican Hospitals - San Martin Campus (“St. Rose San Martin”), St. Rose Dominican Hospitals – Siena Campus (“St. Rose Siena”), and St. Rose Dominican Hospitals – Rose de Lima Campus (“St. Rose de Lima”), d/b/a Dominican Hospital (“Dominican”), d/b/a Mercy San Juan Medical Center (“Mercy San Juan”), d/b/a/ Mercy Medical Center – Redding (“Mercy Redding”), and St. Bernardine Medical Center (“St. Bernardine”) (collectively, the “Dignity Health Parties”); and Kathleen Hawkins (“Relator”) through their authorized representatives. Collectively, all of the above will be referred to as “the Parties.”

RECITALS

A. Glendale, St. Joseph’s, Northridge, Mercy General, St. John’s PV, St. John’s Regional, St. Rose San Martin, St. Rose Siena, and St. Rose de Lima, Dominican, Mercy San Juan, Mercy Redding, and St. Bernardine are owned and operated by Dignity Health, a corporation headquartered in San Francisco, California. Hereafter, Glendale, St. Joseph’s,

Northridge, Mercy General, St. John's PV, St. John's Regional, St. Rose San Martin, St. Rose Siena, and St. Rose de Lima, Dominican, Mercy San Juan, Mercy Redding, and St. Bernardine will be referred to collectively as "the Hospitals."

B. Glendale's business address is 1420 South Central Avenue, Glendale, California. St. Joseph's business address is 350 West Thomas Road, Phoenix, Arizona. Northridge's business address is 18300 Roscoe Drive Northridge, California. Mercy General's business address is 4001 J Street, Sacramento, California. St. John's PV's business address is 2309 Antonio Avenue, Camarillo, California. St. John's Regional's business address is 1600 North Rose Avenue, Oxnard, California. St. Rose San Martin's business address is 8280 West Warm Spring Road, Las Vegas, Nevada. St. Rose Siena's business address is 3001 Saint Rose Parkway, Henderson, Nevada. St. Rose de Lima's business address is 102 East Lake Mead Parkway, Henderson, Nevada. Dominican's business address is 1555 Soquel Drive Santa Cruz, California. Mercy San Juan's business address is 6501 Coyle Avenue, Carmichael, California. Mercy Redding's business address is 2175 Rosaline Avenue, Redding, California. St. Bernardine's business address is 2101 N Waterman Ave, San Bernardino, California.

C. Relator Kathleen Hawkins on November 25, 2009 filed a *qui tam* action under the provisions of the False Claims Act, 31 U.S.C. § 3730(b) in the United States District Court for the Northern District of California, Case Number 09-5604 JCS, captioned United States ex rel. Kathleen Hawkins v. Catholic Healthcare West, Inc., et al., which was later amended on February 3, 2010 and again on June 15, 2011 (hereinafter "the Civil Action"). Relator also alleges in this Civil Action claims involving the California False Claims Act, Cal. Gov't. Code §§ 12650 *et seq.*, the Nevada False Claims Act, N.R.S. § 357.010 *et seq.*, and has asserted

retaliation claims under the federal False Claims Act, 31 U.S.C. § 3730(h) and the California Health and Safety Code § 1278.5.

D. The United States contends that the Dignity Health Parties submitted or caused to be submitted claims for payment to the Medicare Program (“Medicare”), Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1; and the TRICARE Program, 10 U.S.C. §§ 1071-1110b (“TRICARE”), (collectively “Federal Healthcare Programs”).

E. The United States contends that it has certain civil claims against the Dignity Health Parties arising from the following alleged conduct during the periods specified (hereinafter referred to as the “Covered Conduct”):

1. Admissions for Cardiovascular Procedures

From January 1, 2006 through December 31, 2010, the Dignity Hospitals listed on Exhibit A knowingly submitted or caused to be submitted claims for payment to the Federal Healthcare Programs for scheduled cardiovascular procedures, billing these services as inpatient procedures when they should have been billed as outpatient procedures. The Covered Conduct in this Recital E.1. is specifically limited to claims submitted by the Dignity Hospitals listed on Exhibit A related to the inpatient admission and treatment of Federal Healthcare Program beneficiaries that meet all of the following criteria:

(a) For beneficiaries whose length of stay after inpatient admission was one (1) day or less;

(b) For beneficiaries whose admission did not originate in the Emergency Department;

(c) For beneficiaries who were not transferred from or transferred or discharged to another acute care facility, did not leave the Dignity Hospital to which they originally presented against medical advice, and did not die while in a Dignity Hospital; and

(d) That were billed to the Federal Healthcare Programs under one of the Diagnostic Related Groups (“DRGs”) or Medical Severity DRGs (“MS-DRGs”) listed in Exhibit A.

(e) For Medicare claims only, inpatient admissions billed and paid under fee for service Medicare Part A, where Medicare was the primary payor of the claim and the claim resulted in payment by Medicare.

2. Admissions for Medical Diagnoses

From January 1, 2006 through December 31, 2010, the Dignity Hospitals listed on Exhibit B knowingly submitted or caused to be submitted claims for payment to the Federal Healthcare Programs for certain inpatient admissions, billing these services as inpatient when they should have been billed as outpatient or observation services. The Covered Conduct in this Recital E.2. is specifically limited to claims submitted by the Dignity Hospitals listed on Exhibit B related to the inpatient admission and treatment of Federal Healthcare Program beneficiaries that meet all of the following criteria:

(a) For beneficiaries whose length of stay after inpatient admission was (1) day or less;

(b) For beneficiaries who were not transferred in from or transferred or discharged to another acute care facility, did not leave the Dignity Hospital to which they originally presented against medical advice, and did not die while in a Dignity Hospital; and

(c) That were billed to the Federal Healthcare programs under one of the DRGs or MS-DRGs listed in Exhibit B.

(d) For Medicare claims only, inpatient admissions billed and paid under fee for service Medicare Part A, where Medicare was the primary payor of the claim and the claim resulted in payment by Medicare.

3. Admissions for Kyphoplasty Procedures

From January 1, 2000 through December 31, 2008, the Dignity hospitals listed in Exhibit C knowingly submitted or caused to be submitted claims for payment to Medicare for kyphoplasty procedures, billing these services as inpatient procedures when they should have been billed as outpatient procedures. The Covered Conduct in this Recital E.3. is specifically limited to kyphoplasty claims submitted by the Dignity Hospitals listed on Exhibit C related to the inpatient admission and treatment of Medicare beneficiaries that meet all of the following criteria:

(a) For beneficiaries whose length of stay after inpatient admission was (1) day or less;

(b) For inpatient admissions billed and paid under fee for service Medicare Part A, where Medicare was the primary payor of the claim and the claim resulted in payment by Medicare.

F. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement and to Relator's reasonable expenses, attorneys' fees and costs.

G. This Agreement is neither an admission of liability by the Dignity Health Parties, nor a concession by the United States that its claims are not well founded. The Dignity Health Parties expressly deny the allegations of the United States in Paragraph E and the Relator's as set forth in the Civil Action.

H. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement and the separate settlement agreement and release between Relator and the Dignity Health Parties, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. The Dignity Health Parties shall collectively pay to the United States a total of \$36,744,423 (the "Settlement Amount") (of which \$35,350,000 relates to the Covered Conduct described in Recitals E.1. and E.2., above, and \$1,394,423 relates to the Covered Conduct described in Recital E.3., above), and interest on the Settlement Amount at a rate of 2.37% per annum from September 23, 2014, and continuing until and including the day before payment is made under this Agreement.

2. The Dignity Health Parties (a) shall pay the Settlement Amount as described above to the United States by electronic funds transfer pursuant to written instructions to be provided by the United States Department of Justice, Civil Division and (b) shall make this electronic funds transfer no later than 10 business days after the Effective Date of this Agreement.

3. Conditioned upon the United States receiving the Settlement Amount referenced in Paragraph 1 above, and as soon as feasible after receipt, the United States shall pay \$6,253,524.00 to Relator by electronic funds transfer pursuant to 31 U.S.C. § 3730(d) ("Relator Share").

4. Conditioned upon Relator's filing a stipulation of dismissal with prejudice of all claims in the Civil Action and Relator's release as set forth below in Paragraph 6 of this Agreement, the Dignity Health Parties agree to pay Relator and Relator's counsel in full

satisfaction of her retaliation claim under 31 U.S.C. § 3730(h) and her attorneys' fees, expenses and costs under 31 U.S.C. § 3730(d) and (h), as well as Cal. Health and Safety Code § 1278.5 and Cal. Gov't. Code § 12652, pursuant to a separate written agreement entered into contemporaneous with this Agreement, by electronic funds transfer to the client trust account maintained by Relator's counsel pursuant to written instructions to be provided by Relator's counsel. No other payments shall be made by the Dignity Health Parties to Relator or her counsel with respect to the matters covered by this Agreement.

5. Subject to the exceptions in Paragraph 9 below (concerning excluded claims), and conditioned upon the full payment of the Settlement Amount by the Dignity Health Parties, the United States releases the Dignity Health Parties, together with their current and former parent and member corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former owners, officers, directors, employees, agents, shareholders, attorneys, and affiliates; and the successors and assignees of any of them, from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, and fraud.

6. Conditioned upon the Dignity Health Parties' full payment of the Settlement Amount and the amount to be paid pursuant to the separate settlement agreement and release between Relator and the Dignity Health Parties and the additional parties named in the Civil Action specifically set forth in Exhibit D, Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, releases the Dignity Health Parties, together with their current and former parent and member corporations; direct or indirect subsidiaries; brother or sister

corporations; divisions; current or former owners, officers, directors, employees, agents, shareholders, attorneys, and affiliates; and the successors and assignees of any of them, from all claims for relief, actions, rights, causes of action, suits, debts, obligations, liabilities, demands, losses, damages, costs and expenses of any kind, whether known or unknown as of the Effective Date of this Agreement that Relator has, may have, could have asserted, or may assert in the future on her behalf or on behalf of the United States or any state or local government or sovereign, including but not limited to any claim relating in any way to the Covered Conduct, the allegations of the Complaint, the filing of the Civil Action, the investigation and prosecution of this matter, or the negotiation of this Agreement, including all liability, claims, demands, actions or causes of action existing as of the Effective Date of this Agreement, fixed or contingent, in law or in equity, in contract or in tort, or under any federal or state statute, regulation, or common law. Relator represents and warrants that she has not assigned or transferred any of Relator's claims to any person, entity, or thing and covenants and agrees not to assert or pursue any of Relator's claims in any way. This provision shall not include any liability to Relator or her attorney arising under 31 U.S.C. § 3730(d) or any other federal or state statute for expenses or attorneys' fees and costs or under 31 U.S.C. § 3730(h), which are released by the separate settlement agreement and release between Relator and the Dignity Health Parties.

7. In consideration of the obligations of the Dignity Health Parties in this Agreement and the Corporate Integrity Agreement ("CIA"), entered into between OIG-HHS and the Dignity Health Parties, conditioned upon the Dignity Health Parties' full payment of the Settlement Amount, the OIG-HHS agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against the Dignity Health Parties under

42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in Paragraph 9 (concerning excluded claims), below, and as reserved in this Paragraph. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude the Dignity Health Parties from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this Paragraph precludes the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 9, below.

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

9. Notwithstanding the releases given in Paragraphs 5 and 6 of this Agreement, or any other term of this Agreement, the following claims of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);

- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct; and
- e. Any liability based upon obligations created by this Agreement.

10. Relator and her heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relator's receipt of the payment described in Paragraph 3, above, Relator and her heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

11. The Dignity Health Parties waive and shall not assert any defenses they may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Nothing in this Paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

12. The Dignity Health Parties fully and finally release the United States, and its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that they have asserted, could have asserted, or may assert in the future against the United States, and its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

13. The Dignity Health Parties fully and finally release the Relator from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that they have asserted, could have asserted, or may assert in the future against the Relator, related to the Civil Action and the Relator's investigation and prosecution of the Civil Action.

14. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (e.g., Medicare Administrative Contractor, carrier or fiscal intermediary) TRICARE, or any state payer, related to the Covered Conduct; and the Dignity Health Parties agree not to resubmit to any Medicare contractor, TRICARE, or any state payer any previously denied claims related to the Covered Conduct, agree not to appeal any such denials of claims and agree to withdraw any such pending appeals.

15. The Dignity Health Parties agree to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of the Dignity Hospitals, their present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) The Dignity Health Parties' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation in connection with the matters covered by this Agreement (including attorney's fees);
- (4) the negotiation and performance of this Agreement;
- (5) the payment the Dignity Health Parties make to the United States pursuant to this Agreement and any payments that the Dignity Health Parties may make to Relator, including costs and attorneys' fees; and
- (6) the negotiation of, and obligations undertaken pursuant to the CIA to:
 - (i) retain an independent review organization to perform annual reviews as described in Section III of the CIA; and
 - (ii) prepare and submit reports to the OIG-HHS are Unallowable Costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as "Unallowable Costs"). However, nothing in paragraph 15.a.(6) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to the Dignity Health Parties.

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for nonreimbursable cost centers by each of the Dignity Health Parties, and the Dignity Health Parties shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by any of the Dignity Health Parties or any of their subsidiaries or affiliates to the Medicare, Medicaid or TRICARE Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: The Dignity Health Parties further agree that within 90 days of the Effective Date of this Agreement they shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by the Dignity Health Parties or any of their subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. The Dignity Health Parties agree that the United States, at a minimum, shall be entitled to recoup from the Dignity Health Parties any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The

United States reserves its rights to disagree with any calculations submitted by the Dignity Health Parties or any of their subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on the Dignity Health Parties or any of their subsidiaries or affiliates' cost reports, cost statements, or information reports.

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

16. This Agreement is intended to be for the benefit of the Parties only, including current and former parent and member corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current and former owners; officers, directors, affiliates, the successors and assigns of any of them. The Parties do not release any claims against any other person or entity, except to the extent provided for otherwise in Paragraph 17 below concerning waiver for beneficiaries.

17. The Dignity Health Parties agree that they waive and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as the Covered Conduct.

18. Upon receipt of the payments described in Paragraphs 1 and 4, above, the United States and the Relator shall promptly file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1).

19. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

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

21. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Northern District of California. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

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

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

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

25. This Agreement is binding on the Dignity Health Parties' successors, transferees, heirs, and assigns.

26. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

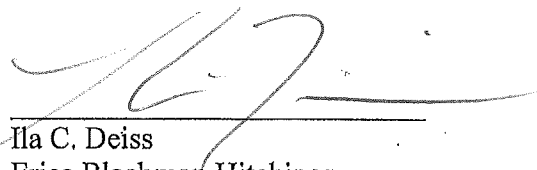
27. All parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

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

The United States of America

DATED: _____

10/29/14



Ila C. Deiss
Erica Blachman Hitchings
Assistant U.S. Attorneys
Northern District of California

DATED: _____

10/29/14



Marie V. Bonkowski
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

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

DATED: _____

Paul J. Hutter
General Counsel
Defense Health Agency
United States Department of Defense

The United States of America

DATED: _____

Ila C. Deiss
Erica Blachman Hitchings
Assistant U.S. Attorneys
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DATED: _____

Marie V. Bonkowski
Senior Trial Counsel
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Civil Division
United States Department of Justice

DATED: 10/30/14

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Robert K. DeConti
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Ila C. Deiss
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Robert K. DeConti
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United States Department of
Health and Human Services

DATED: 10/02/2011



Paul J. Hutter
General Counsel
Defense Health Agency
United States Department of Defense

Dignity Health - Defendants

DATED:

10.29.14



Michael Blaszyk
Sr. Executive Vice President
Chief Financial Officer
Dignity Health

DATED:

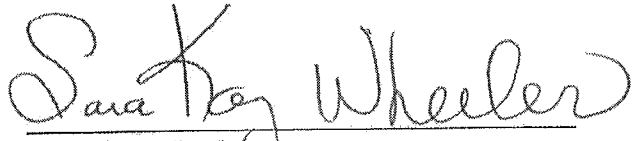
29 Oct 2014



Raja M.G. Sekaran
V.P. & Associate General Counsel for
Regulatory Affairs
Dignity Health

DATED:

Oct. 29, 2014



Sara Kay Wheeler
King & Spalding

Gregory P. Daniels
Daniels Health Law

Counsel to Dignity Health

Relator

DATED:

10/17/2014



Kathleen Hawkins
Relator

DATED:

Marcella Auerbach
Jeb White


Counsel for Relator

Relator

DATED: _____

Kathleen Hawkins
Relator

DATED: 10/21/14



Marcella Auerbach
Jeb White
Nolan Auerbach & White

Counsel for Relator

Exhibit A: Admissions for Cardiovascular Procedures

List of Dignity Health Hospitals

	Facility	State	Address
1.	St. Joseph's Hospital and Medical Center	AZ	350 West Thomas Road, Phoenix, AZ 85013
2.	Dominican Hospital	CA	1555 Soquel Drive, Santa Cruz, CA 95065
3.	Glendale Memorial Hospital and Health Center	CA	1420 South Central Avenue, Glendale, CA 91204
4.	Mercy General Hospital	CA	4001 J Street, Sacramento, CA 95819
5.	Mercy Medical Center Redding	CA	2175 Rosaline Avenue, Redding, CA 96001
6.	Mercy San Juan Medical Center	CA	6501 Coyle Avenue, Carmichael, CA 95608
7.	Northridge Hospital Medical Center	CA	18300 Roscoe Boulevard, Northridge, CA 91328
8.	St. Bernardine Medical Center	CA	2101 North Waterman Avenue, San Bernardino, CA 92404
9.	St. John's Pleasant Valley Hospital	CA	2309 Antonio Avenue, Camarillo, CA 93010
10.	St. John's Regional Medical Center	CA	1600 North Rose Avenue, Oxnard, CA 93030

Diagnosis Related Groups ("DRG") Codes and Medical Severity Diagnostic Related Groups ("MS-DRG") Codes

- Cath. Only – DRG Codes 124 and 125 and MS-DRG Codes 286 and 287
- Peripheral Vascular – DRG Codes 130, 131, 478, 479, 553, and 554 and MS-DRG Codes 252, 253, 254, 299, 300, and 301
- Pacemaker – DRG Codes 115, 116, 117, 118, 551, and 552 and MS-DRG Codes 242, 243, 244, 258, 259, 260, 261, and 262
- Percutaneous Coronary Intervention (PCI) – MS-DRG Codes 246, 247, 248, 249, 250, and 251

Exhibit B: Admissions for Medical Diagnoses

List of Dignity Health Hospitals

	Facility	State	Address
1.	St. Joseph's Hospital and Medical Center	AZ	350 West Thomas Road, Phoenix, AZ 85013
2.	Dominican Hospital	CA	1555 Soquel Drive, Santa Cruz, CA 95065
3.	Glendale Memorial Hospital and Health Center	CA	1420 South Central Avenue, Glendale, CA 91204
4.	Mercy General Hospital	CA	4001 J Street, Sacramento, CA 95819
5.	Mercy Medical Center Redding	CA	2175 Rosaline Avenue, Redding, CA 96001
6.	Mercy San Juan Medical Center	CA	6501 Coyle Avenue, Carmichael, CA 95608
7.	Northridge Hospital Medical Center	CA	18300 Roscoe Boulevard, Northridge, CA 91328
8.	St. John's Pleasant Valley Hospital	CA	2309 Antonio Avenue, Camarillo, CA 93010
9.	St. John's Regional Medical Center	CA	1600 North Rose Avenue, Oxnard, CA 93030
10.	St. Rose Dominican-- Rose de Lima Campus	NV	102 East Lake Mead Parkway, Henderson, NV 89015
11.	St. Rose Dominican-- San Martin Campus	NV	8280 West Warm Springs Road, Las Vegas, NV 89113
12.	St. Rose Dominican-- Siena Campus	NV	3001 St. Rose Parkway, Henderson, NV 89052

Diagnosis Related Groups (“DRG”) Codes and Medical Severity Diagnostic Related Groups (“MS-DRG”) Codes

- Transient Ischemia - DRG 524; MS-DRG 069
- Chronic Obstructive Pulmonary Disease - DRG 88 and MS-DRGs 190, 191, and 192.
- Heart Failure and Shock - DRG 127; MS-DRGs 291, 292, 293
- Cardiac Arrhythmia & conduction disorders - DRGs 138, 139; MS-DRGs 308, 309, 310
- Syncope & collapse - DRGs 141, 142; MS-DRG 312
- Chest pain - DRG 143; MS-DRG 313
- Esophagitis, gastroenteritis & misc. digestive disorders - DRGs 182, 183; MS-DRGS 391, 392
- Nutritional & misc. metabolic disorders - DRGs 296, 297; MS-DRGs 640, 641
- Simple Pneumonia & Pleurisy – DRGs 089, 090; MS-DRGs 193, 194, 195
- Atherosclerosis – DRGs 132, 133; MS-DRGs 302, 303
- Medical Back Problems – DRG 243; MS-DRGs 551, 552
- Headaches – DRG 564; MS-DRG 102, 103
- Disequilibrium – DRG 065; MS-DRG 149
- Viral Illness – DRG 421, 422; MS-DRGs 865, 866
- Signs & Symptoms – DRGs 463, 464; MS-DRGs 947, 948
- Bronchitis and Asthma – DRGs 096, 097; MS-DRGs 202, 203

Exhibit C: Admissions for Kyphoplasty Procedures

List of Dignity Health Hospitals

	Facility	State	Address
1.	St. Joseph's Hospital and Medical Center	AZ	350 West Thomas Road, Phoenix, AZ 85013
2.	Mercy General Hospital	CA	4001 J Street, Sacramento, CA 95819
3.	Northridge Hospital Medical Center	CA	18300 Roscoe Boulevard, Northridge, CA 91328

Diagnosis Related Groups ("DRG") Codes and Medical Severity Diagnostic Related Groups ("MS-DRG") Codes

- Kyphoplasty procedures

Exhibit D: Dignity Health Parties

Facility	State	Address
Chandler Regional Medical Center	AZ	475 South Dobson Road, Chandler, AZ 85224
Mercy Gilbert Medical Center	AZ	3555 S. Val Vista Drive, Gilbert, AZ 85297
St. Joseph's Hospital and Medical Center	AZ	350 West Thomas Road, Phoenix, AZ 85013
Arroyo Grande Community Hospital	CA	345 South Halcyon Road, Arroyo Grande, CA 93420
Bakersfield Memorial Hospital	CA	420 34th St, Bakersfield, CA 93301
California Hospital Medical Center	CA	1401 South Grand Avenue, Los Angeles, CA 90015
Community Hospital of San Bernardino	CA	1805 Medical Center Dr, San Bernardino, CA 92411
Dominican Hospital	CA	1555 Soquel Drive, Santa Cruz, CA 95065
French Hospital Medical Center	CA	1911 Johnson Avenue, San Luis Obispo, CA 93401
Glendale Memorial Hospital and Health Center	CA	1420 South Central Avenue, Glendale, CA 91204
Marian Regional Medical Center	CA	1400 East Church Street, Santa Maria, CA 93454
Mark Twain St. Joseph's Hospital	CA	768 Mountain Ranch Rd, San Andreas, CA 95249
Mercy General Hospital	CA	4001 J Street, Sacramento, CA 95819
Mercy Hospital of Bakersfield	CA	2215 Truxtun Avenue, Bakersfield, CA 93301
Mercy Hospital of Folsom	CA	1650 Creekside Drive, Folsom, CA 95630
Mercy Medical Center Merced	CA	333 Mercy Ave, Merced, CA 95340
Mercy Medical Center Mt. Shasta	CA	914 Pine Street, Mt. Shasta, CA 96067
Mercy Medical Center Redding	CA	2175 Rosaline Avenue, Redding, CA 96001
Mercy San Juan Medical Center	CA	6501 Coyle Avenue, Carmichael, CA 95608
Mercy Southwest Hospital	CA	400 Old River Road, Bakersfield, CA 93311
Methodist Hospital of Sacramento	CA	7500 Hospital Drive, Sacramento, CA 95823
Northridge Hospital Medical Center	CA	18300 Roscoe Boulevard, Northridge, CA 91328
Oak Valley Hospital	CA	350 South Oak Avenue, Oakdale, CA 95361
Saint Francis Memorial Hospital	CA	900 Hyde St, San Francisco, CA 94109
Sequoia Hospital	CA	170 Alameda de las Pulgas, Redwood City, CA 94062
Sierra Nevada Memorial Hospital	CA	155 Glasson Way, Grass Valley, CA 95945
St. Bernardine Medical Center	CA	2101 North Waterman Avenue, San Bernardino, CA 92404
St. Elizabeth Community Hospital	CA	2550 Sister Mary Columba Drive, Red Bluff, CA 96080
St. John's Pleasant Valley Hospital	CA	2309 Antonio Avenue, Camarillo, CA 93010
St. John's Regional Medical Center	CA	1600 North Rose Avenue, Oxnard, CA 93030
St. Joseph's Behavioral Health Center	CA	2510 North California Street, Stockton, CA 95204
St. Joseph's Medical Center	CA	1800 North California St, Stockton, CA 95204
St. Mary Medical Center (Long Beach)	CA	1050 Linden Avenue, Long Beach, CA 90813
St. Mary's Medical Center	CA	450 Stanyan Street, San Francisco, CA 94117
Woodland Healthcare	CA	1325 Cottonwood Street, Woodland, CA 95695
Saint Mary's Regional Medical Center	NV	235 West 6th Street, Reno, NV 89503
St. Rose Dominican – Rose de Lima Campus	NV	102 East Lake Mead Parkway, Henderson, NV 89015
St. Rose Dominican – San Martin Campus	NV	8280 West Warm Springs Road, Las Vegas, NV 89113
St. Rose Dominican – Siena Campus	NV	3001 St. Rose Parkway, Henderson, NV 89052